

INDEXING: 0.129 acres with 30 foot wide access easement and 10 foot wide utility easement in the NE1/4 NE1/4 of Section 16, Township 7 North, Range 2 East, City of Madison, Madison County, Mississippi

LESSOR:

Madison County, Mississippi Board
of Education Trustees of The Madison
County School District 16th Section
School Lands Trust
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

LESSEE:

Strategic Sites, LLC
ATTN: Mike Jarvis
P.O. Box 2081
Ridgeland, MS 39158
Telephone: 601-955-9799

PREPARED BY:

Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

**16th SECTION PUBLIC SCHOOL TRUST LANDS
COMMERCIAL CELLULAR TOWER LEASE CONTRACT**

STATE OF MISSISSIPPI
COUNTY OF MADISON

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS COMMERCIAL
CELLULAR TOWER LEASE CONTRACT, (hereafter "Lease Contract"), made and

entered into this the _____ day of _____, 2019 by and between the **MADISON COUNTY BOARD OF EDUCATION, TRUSTEES OF THE MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST**, (hereinafter "LESSOR"), and, **STRATEGIC SITES, LLC, a Mississippi Limited Liability Company** (hereinafter "LESSEE").

WITNESSETH:

That, for the term and in consideration of the rentals hereinafter set forth, and the covenants, conditions, and by the authority and under the direction of the Madison County Board of Education, LESSOR does hereby lease and rent unto LESSEE the following described land (hereinafter called "subject property") to-wit:

The legal description is attached hereto as Exhibit "A" and incorporated herein by reference. A plat of survey is attached hereto as Exhibit "B" for informational purposes.

1. **Term.** Subject to the other provisions herein contained, the term of this Lease Contract shall be for forty (40) years, beginning the 16th day of July, 2019 and ending on the 15th day of July, 2059 (called the "primary term"). It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is that LESSEE is hereby granted an option to renew this lease for an additional "secondary term" of twenty years from the 16th day of July, 2059, under the same terms, conditions, and stipulations set forth herein, except as to the amount of the annual rentals. Any portion of the annual rental based upon the fair market value of the land shall exclude buildings and improvements not then owned by the LESSOR, and shall be determined by a qualified appraiser selected by LESSOR hereto who performs his or her appraisal not more than twelve months prior and not less than three months prior to the expiration of the initial primary term. If LESSEE is not in default of any of the terms and provisions of this lease LESSEE shall have the option at the end of the above described secondary term, in preference to all other parties, to extend this lease upon such terms and conditions as may be then negotiated and agreed upon by parties hereto. LESSEE shall give written notice of intent to renew at the address indicated hereinafter at a date no less than twelve (12) months preceding the end of said secondary term or any such renewal term and such notice shall invoke and preserve LESSEE'S preferential right of renewal.
2. **Termination.** LESSEE shall have the right in its sole discretion to cancel and terminate this Lease at any time upon twelve (12) months notice with and upon payment of any rents due during and for said twelve (12) months. However, nothing herein shall relieve LESSEE of any duty or obligation to remove its tower and equipment as set out hereinafter.

3. **Rent.** LESSEE covenants and agrees to pay as rent to LESSOR, on or before the Anniversary Date of this Lease Contract (July 16th) each year a "Base rent" of Fifteen Thousand and no/100 Dollars (\$15,000.00) in advance. In addition to the Base Rent LESSEE shall pay as "Additional Rent" 1/8th (12.5%) percent of the annual gross rentals received from additional tower tenants, after the first anchor tenant. Tower tenants are those tenants that sublease space on the cellular tower to provide cellular service. Subleasing of space for cellular providers does not require the approval of the Board of Education, but LESSEE shall provide copies of its subleases to LESSOR in order that 12.5% of the sublease rentals can be calculated accurately. The Additional Rent shall be due and payable on the Anniversary Date of this Lease Contract. **Annual rental shall mean the "Base Rent" and the "Additional Rent."** The obligation of LESSEE to pay rent under this Lease Contract is unconditional, and the rent shall not be subject to set off for any reason or cause. LESSOR and LESSEE agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Contract is not refundable, and LESSEE waives any right or claim it may have to refund of rent paid. In the final year of this lease or any renewal thereof the percentage of annual gross rentals shall be due on or before the expiration date of this lease. Rents shall be paid according to the following schedule.

<u>YEAR</u>	<u>ANNUAL RENTAL</u>
1 - 10	\$15,000.00 Base Rent Plus 12.5% Additional Rent
11-20	\$ As Adjusted Pursuant to Paragraph 4
21-30	\$ As Adjusted Pursuant to Paragraph 4
31-40	\$ As Adjusted Pursuant to Paragraph 4

LESSOR or the their designated agents shall have the right to at least annually inspect the books and records of LESSEE or its assigns to verify the amount of LESSOR'S gross rentals per year.

In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than thirty (30) days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, than a rate equal to five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District in which LESSOR is located, calculated according to actuarial method. Failure of LESSEE to pay the annual rentals listed above shall constitute a breach of this Lease Contract.

4. Base Rent Adjustment Procedure.

A. Prior to the tenth (10th), twentieth (20th) and thirtieth (30th) anniversary dates of the commencement of this Lease, LESSOR shall have a reappraisal made of the subject property and a re-determination of a reasonable annual rental for the property. LESSOR shall, six months before or six months after any such date, cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount. The reappraisal shall be made pursuant to the terms of § 29-3-65 Miss. Code Ann. (1972), or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. LESSOR shall use its best efforts to cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount within six months before expiration of the primary term. In the event LESSOR shall fail to instigate reappraisal within the six months preceding any rent adjustment date, LESSOR shall not be deemed to have waived this provision requiring rent adjustment, and in such event (at any time after a rent adjustment date) LESSOR may proceed to have the Leased Premises reappraised and an adjusted rent determined for any such readjustment period. The adjusted rent shall be effective on the required adjustment date and LESSEE shall pay any deficiency to LESSOR within fifteen (15) days of the determination of the adjusted rent. The reappraisal shall establish the fair market value of the Leased Premises and establish a reasonable current percentage of income on real estate investments for the purposes of determining annual fair market rental. Such percentage shall be no less than the minimum acceptable percentage provided by statute then in effect. Unless altered by the procedures described below, the amount of rent so determined as of each rental adjustment date shall be paid until the next rental adjustment date or for the balance of the lease as the case may be. The appraisal process described in this subparagraph may be referred to hereafter as the Statutory Procedure. The cost of the reappraisal shall be borne by LESSEE, using an appraiser selected by LESSOR.

The LESSOR shall notify LESSEE of the reappraisal in writing a minimum of ninety (90) days prior to said dates. The reappraisal shall establish the fair market value of the property and the fair return on value for rent. Buildings and other improvements on the property, which are not owned by LESSOR shall be excluded from the reappraisal evaluation. The amount of the annual rental so determined as of the tenth (10th) anniversary date shall be paid annually for the next succeeding ten (10) years; the annual rental so determined as of the twentieth (20th) anniversary date shall be paid annually for the next succeeding ten (10) years; and the annual rental so determined as of the thirtieth (30th) anniversary date shall be paid annually for the balance of the Lease term.

i) Any adjustments of annual rental determined by the above-mentioned statutory appraisal procedure shall be binding upon the LESSOR and LESSEE.

ii) The annual rental on any adjustment date shall not be reduced below the amount established upon the initial date of this Lease except upon determination by the Statutory Procedure.

B. Should the Statutory Procedure described in subparagraph (A) above result in an increase over the amount previously due, LESSEE, by notice in writing given to the LESSOR within fifteen (15) days after receiving notice of the increase, shall have the right to elect an alternate method of determining the current fair market rental value of the Leased Premises (the "Alternate Procedure") as follows:

(i) LESSEE may provide an appraisal by an appraiser having the qualifications hereafter described giving an opinion of current fair market annual rental value based on the fair market value of the land and a reasonable percentage of return on comparable land investments as of the rental adjustment date. The written report of LESSEE's appraiser shall be delivered to LESSOR within 45 days after the date on which LESSOR gave notice of an increase in rent under the Statutory Procedure. UPON FAILURE TO PROVIDE AN ALTERNATE APPRAISAL WITHIN THE TIME ALLOWED, LESSEE SHALL FORFEIT THE RIGHT TO PURSUE THE ALTERNATE PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.

(ii) The appraiser appointed by LESSEE and the appraiser previously appointed by LESSOR under the Statutory Procedure shall make a good faith effort to reconcile their differences. If they have been unable to do so within 10 days after delivery of the report of LESSEE's appraiser, the two appraisers, within such 10-day period, shall each submit the names of three appraisers having the qualifications hereinafter described who practice in Mississippi to serve as a review appraiser, and they shall select the review appraiser from names in common on the two lists. If there is no name in common on the two lists, or if the person selected shall decline to serve, then each appraiser shall submit another list of three names of persons meeting the same criteria.

(iii) The review appraiser shall review and analyze the two appraisal reports, and, if needed, inspect the land, consult with the two appraisers, review their assumptions and source informational and request corrections, revisions and rental. The review appraiser may also consider relevant information from his own files,

conduct such independent investigation as he deems appropriate and may consider comparable transactions which occurred after the rental adjustment date:

(iv) The review appraiser shall report his opinion of annual fair market rent and such amount shall be accepted by LESSOR and LESSEE as the current fair market rental value of the Leased Premises.

C. If LESSEE requests the Alternate Procedure, LESSEE shall pay all fees and expenses of LESSEE's appraiser, the review appraiser and any additional charges of LESSOR's appraiser. The review appraiser, however, shall perform his duties in an independent and impartial manner irrespective of the source of payment of his fees and expenses.

D. The annual rentals on any adjustment date shall not be reduced below the amount established upon the initial date of this lease except upon determination by the Statutory Procedure.

E. The amount of rent determined in the above manner shall be remitted on or before the rental adjustment date, or, if the rental adjustment procedures are concluded after such date, then promptly upon conclusion of these rental adjustment procedures effective as of the rental adjustment date.

F. The rent adjustment procedures will not delay the due date of rent at the existing annual rate and will not affect LESSOR's right to declare a default if rent is not timely paid.

G. LESSEE's appraiser and the review appraiser must be members of the same organization of appraisers as LESSOR's appraiser, or an organization having higher requirements for admission, and must have the same or higher designation (such as, for example, Member, Appraisal Institute). If LESSOR's appraiser belongs to more than one organization, the other appraisers must belong to the organization having the highest standards and qualifications for membership. If the organization has multiple designations for appraisers, the review appraiser and the LESSEE's appraiser must hold the same or a higher designation as held by LESSOR's appraiser.

LESSOR and LESSEE agree that the "Additional Rent" due hereunder may increase or decrease from time to time as a result of added or deleted tower tenants, or as a result of increased or escalated rentals from existing tower tenants during any year, and LESSEE shall duly make adjustments to rental payments as are reasonable and timely. Any variance or shortage shall be corrected and paid up on or before the Anniversary Date of this lease.

5. **Taxes.** LESSEE covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the Leased Premises and LESSEE's interest therein; LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Contract or any other fees so determined by law. All payments for general and special taxes and assessments shall be made directly to the governmental authority responsible for collecting such taxes and assessments. During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments, including drainage taxes, in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments. LESSEE's failure to pay said taxes, as and when due, shall constitute a breach of this Lease Contract and shall entitle LESSOR to terminate this lease.

6. **Default.** The parties herein expressly agree that if default shall be made in the payment of any general or special tax or assessment or rent due, made pursuant to this Lease Contract, then and in any event of default, it shall be lawful for LESSOR to enter upon the Leased Premises, or any part thereof, after LESSOR has provided sixty (60) days prior written notice to LESSEE and upon LESSEE's failure to cure such default within said sixty (60) days, either with or without the process of law, to re-enter and repossess the same, and to distrain from any rent or assessment that may be due thereon, at the election of LESSOR, but nothing herein is to be construed to mean that LESSOR is not permitted to hold LESSEE liable for any unpaid rent or assessment to that time. As to all other conditions, covenants, and obligations imposed on LESSEE herein, enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate said conditions, covenants, and obligations to restrain violation and recover damages, if any, including reasonable expenses of litigation including, but not limited to, fees charged by attorneys, expert witnesses, surveyors and appraisers, which LESSEE expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after sixty (60) days written notice. Enforcement proceedings shall include the right of the Tax Collector to recover any tax, assessment, fees and costs. Invalidation of any provision(s) of this Lease by judgment or court order shall in no way affect any of the remaining provisions which shall remain in full force and effect.

7. **Remedies.** In the event of any forfeiture, default, or cancellation of this Lease Contract or termination of the term therefore aforesaid, LESSEE shall quit, deliver up and surrender possession of the Leased Premises, and all LESSOR-owned

structures and improvements thereon to the said LESSOR, and thereupon this Lease Contract and all agreements and covenants on LESSOR's behalf to be performed and kept, shall cease, terminate, and be utterly void, the same as if the Lease Contract had not been made. At LESSOR's option, LESSEE shall be required to remove all LESSEE-owned improvements. In addition thereto, LESSOR shall be entitled to whatever remedies it may have at law or equity for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of LESSEE's non-fulfillment or non-performance of the terms and conditions of this Lease Contract, including costs for removing LESSEE-owned improvements.

Immediately upon the termination of this Lease Contract, whether for forfeiture, default or cancellation, LESSOR shall be entitled to take possession of the Leased Premises and all LESSOR-owned improvements thereon absolutely, notwithstanding custom, usage, or law to the contrary. Any removal of property from the Leased Premises shall be accomplished so as to leave the Leased Premises in a condition satisfactory to LESSOR. At LESSOR's option, LESSEE shall remove all of LESSEE's property within thirty (30) days of LESSOR's repossession. LESSEE shall be subject to the accrual of rent during the said thirty (30) day period.

8. **Curing Default.** Notwithstanding any provision of this Lease to the contrary, any present or future holder of a mortgage or a deed of trust representing money loaned on these facilities, shall have the right of a thirty (30) day notice of default within which to cure any default which may be cured by the payment of money. In addition, for any other default for which a forfeiture of said Lease Contract may be invoked, such holder of such mortgage or deed of trust shall be entitled to a notice in writing of the claimed default and shall have a reasonable time, which shall not be less than sixty (60) days, either to require the correction of such default or in lieu thereof, to protect itself through the exercise of a power of sale and thereby acquire a leasehold in the Leased Premises and correct such default. LESSEE hereby covenants and agrees to notify LESSOR of the existence of all such mortgages, deeds of trust, or other secured encumbrances, and that, in the absence of such notice, LESSOR has no obligation whatever to notify any such holder of said encumbrance.

Any recorded mortgage or deed of trust may provide that any default by the LESSEE/Mortgagor concerning this Lease shall likewise be a default of such mortgage or deed of trust, but failure to indicate such provisions in any mortgage or deed of trust shall not affect the validity or propriety thereof nor diminish the protection extended to the holder of such mortgage or deed of trust or the indebtedness secured thereby.

9. **Assignment.** Provided LESSEE is not in breach of this Lease Contract, LESSEE may, upon payment of a \$200.00 transfer fee to LESSOR and obtaining

LESSOR's written approval, which approval shall not be unreasonably withheld or delayed, assign this Lease in its entirety, whereupon the LESSEE shall be relieved of all obligations accruing subsequent to the assignment. LESSEE shall file a written request for approval of assignment with the Madison County, Mississippi, Board of Education, 476 Highland Colony Parkway, Ridgeland, Mississippi 39157. Said assignment request shall include a true copy of the instrument evidencing such transfer and the Assignee's current address and telephone number.

10. **Regulatory Compliance.** LESSEE shall comply with all applicable laws, rules, and regulations concerning LESSEE's use of the property and/or obligations under this Lease Contract. This obligation shall include, but not be limited to, compliance with federal, state and local environmental regulations concerning the air, water and soil, endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. In the event of contamination of the air, water or soils arising out of any LESSEE use, LESSEE shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease Contract. Notwithstanding the requirements of this paragraph, LESSEE:

A. Will not sue, generate, manufacture, produce, store, release, discharge, or dispose of, on, under or about the Leased Premises or transport to or from the Leased Premises any hazardous substance or pollutant (as either may be defined by an present or future laws or regulations of any governmental authority or by an administrative or judicial decisions) or any solid wastes and will not allow any other person to do so.

B. Shall keep and maintain the Leased Premises in compliance with, and shall not cause or permit the Leased Premises to be in violation of, any environmental laws or regulations nor any laws or regulations pertaining to the disposal of solid, liquid, or gaseous wastes, both hazardous and non-hazardous.

C. Shall give prompt written notice to LESSOR and the Secretary of State of:

(i) Any proceeding or inquiry by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the Leased Premises or the migration thereof from or to other property;

(ii) All claims made or threatened by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the Leased Premises or the migration thereof from or to other property.

(iii) LESSEE's discovery of any occurrence or condition that would cause the Leased Premises to be subject to any restrictions on the ownership, occupancy, transferability or use of the Leased Premises under any environmental or solid waste disposal law, regulation, ordinance or ruling.

11. **Environmental Accidents.** LESSEE shall immediately furnish written notice of all spills, leaks, accidents or similar matters on the premises to LESSOR and the Secretary of State at the addresses provided in this instrument. LESSEE shall also furnish LESSOR and the Secretary of State a copy of all filings, including but not limited to, environmental issues, required bylaws, rules or regulations arising out of any spills, leaks, accidents, or other matters related to the use and occupation of the premises by LESSEE. Nothing in this paragraph shall place any duty of cleanup or remediation of property upon LESSOR, with those duties belonging exclusively to LESSEE. LESSEE shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease Contract.

12. **Breach of Lease Contract.** If LESSEE breaches any of the provisions of this Lease Contract and fails to cure the same after sixty (60) days written notice from the LESSOR, then LESSEE, in addition to any other damages for which it may be responsible, shall pay LESSOR, its reasonable costs and expenses in enforcing the Lease Contract, including but not limited to, fees charged by attorneys, expert witnesses, surveyors and appraisers.

However, in the event that an alleged breach is beyond the immediate control of LESSEE, this lease shall not be terminated so long as LESSEE has commenced reasonable efforts to cure or correct same within the time period stated above and continues working prudently, in good faith and in a diligent manner to cure or correct such breach or default. LESSOR may seek termination for breach if LESSEE fails to diligently pursue cure or correction of the alleged breach or default in a prudent, good faith and diligent manner. Said provision does not apply for breach for failure to pay rent, taxes or assessments.

13. **Notices.** All notices specified by this instrument shall be in writing and sent by registered or certified mail, postage prepaid, to the following address or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either party may change the persons or addresses to who notice shall be sent.

To LESSOR: 16th Section Land Manager
Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

To Secretary of State: Mississippi Secretary of State's Office
ATTN: 16th Section Lands
P.O. Box 136

Jackson, MS 39205-0136
Telephone: 601-359-1350
Facsimile: 601-359-1461

To LESSEE: Strategic Sites, LLC
ATTN: Mike Jarvis
P.O. Box 2081
Ridgeland, MS 39158
Telephone: 601-955-9799

14. **Classification/Use.** The lands herein have been classified as "Commercial" in accordance with §29-3-31, et seq., Miss. Code Ann. (1972), as amended. LESSEE agrees that it is in the best interest of the LESSOR that the use of the property for a cellular communication transmitting tower be maximized. Therefore, LESSEE agrees to construct said cellular communications transmitting tower in such a manner, subject to local zoning and regulations. LESSOR warrants that the Leased Premises shall be permitted to be used for a cellular tower for the duration of the term. This warranty does not apply to any change in use which may be required by governmental authority or other means beyond the control of LESSOR.

LESSEE will use the Property for the purposes of erecting, installing, maintaining and servicing a cellular communications transmission tower and related equipment shelters and access thereto. LESSEE, its agents, employees, successors, assigns, tenants, sub-LESSEEs, and invitees are granted the unencumbered use and utilization of the Property for said purpose.

LESSEE shall not use the Leased Premises for any of the following purposes: (i) activities that are considered hazardous, including, but not limited to, demolition or the storage or use of dangerous substances; (ii) Any activity considered to be a nuisance; (iii) Any activity that is unlawful or immoral; (iv) The operation of a business or proprietorship that offers adult entertainment including, but not limited to, nude or partially nude dancing or display or the sale or distribution of adult materials including, but not limited to, pornographic magazines, books, videocassettes, or computer disks; (v) Any activity which at the discretion of the LESSOR and the Secretary of State is inappropriate upon Sixteenth Section Land.

15. **Access.** This lease shall include, without limitation, the right of convenient ingress and egress by LESSEE over and across the adjoining land of LESSOR by the use of existing public roads, whether presently existing or hereafter publicly constructed and maintained, and the use thereof, reasonably necessary in connection with the construction, maintenance, operation, removal, repair, renewal, replacement, or removal of the above-described facilities on said tract. Any damage to the roadways shall be repaired by LESSEE within fifteen (15) days of prior

receipt of notice by LESSOR. Such access shall be limited to public roadways in existence at the time access is needed. LESSOR reserves the right to close or relocate roadways without notice to the LESSEE.

16. **Permits.** LESSEE shall be responsible for the application and securing of any and all building and/or construction permits required by any Federal, State, County or City entity. LESSOR agrees to execute and deliver all consents reasonably requested by LESSEE, and to cooperate with LESSEE in obtaining all licenses and permits which may be necessary for the construction and operation of LESSEE'S facilities.

Prior to LESSEE making physical improvements to the subject parcel, including construction of the cellular communications transmission tower, LESSEE may opt to cancel the Lease Contract, without further obligation to the LESSOR, in the event that the Federal Communications Commission ("FCC") or the Federal Aviation Administration ("FAA") do not grant approval for the location and construction of the tower. LESSEE will make every reasonable effort to secure FCC and FAA authority, as well as any other applicable federal, state, or local governing approval to erect the cellular communications transmission tower. If LESSEE is unable to obtain all necessary approval and permits related to said tower prior to construction, then LESSEE may opt out of the remaining period of the Lease Contract without further obligation to the LESSOR upon written notice to the LESSOR, with the understanding that no previously paid lease fees will be refunded.

17. **Timber.** The parties recognize that the subject property must be cleared of all timber for LESSEE to use the subject property for its purposes. After said initial cutting, LESSEE shall have continuing right, exercisable at any time, and from time to time, to cut and keep the subject property clear of all non-merchantable trees, undergrowth, and any other natural or manmade obstruction that may injure or endanger any of the above-described facilities, or interfere with LESSEE'S access to, monitoring of, or maintenance, repair, relocation for maintenance purposes, construction, and/or operation of the same, all without further compensation other than the annual rental payments specified herein.

18. **Insurance.** LESSEE shall maintain contractual and comprehensive general liability insurance with a company acceptable to LESSOR and the Secretary of State, with a minimum combined single limit of liability of one million dollars (\$1,000,000.00) [and the members of LESSEE shall collectively maintain a similar policy or self-insure for an excel limit of liability of one million dollars (\$1,000,000.00)] for personal injuries or death of persons or destruction of property arising out of its operation, use or occupancy of the Leased Premises. LESSEE shall furnish proof of

insurance (or self-insurance for LESSEE's members, if applicable) to LESSOR, shall keep this insurance (or self-insurance for LESSEE's members, if applicable) in full force and effect, and shall furnish LESSOR notice if the coverage is placed with another insurance company (or if the self-insurance for LESSEE's members is managed by another company, if applicable). The amount of this instrument shall be adjusted for inflation every ten years on each tenth anniversary of this instrument according to the procedures then set forth by the Office of the Secretary of State of Mississippi.

19. **Indemnification.** LESSEE shall protect, indemnify, defend, save, and hold harmless LESSOR, the Secretary of State and the State of Mississippi, its officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to, all court costs and attorney fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE's exercise of its rights under this Lease Contract and/or resulting from the actions or omission of LESSEE in connection with its presence on or any use of the Leased Premises by LESSEE, its officers, agents, subcontractors, employees or invitees. Provided, however, it is understood that the indemnity provided by LESSEE as described in this paragraph shall not extend to intentional or negligent acts of LESSOR, its officers or agents. In the event the intentional or negligent acts of LESSOR, its officers or agents, are not the direct or sole proximate cause for one hundred percent (100%) of the loss of claim, LESSEE shall be responsible to fulfill its obligations under this paragraph for the percentage of liability not attributable to LESSOR, its officers or agents.

20. **Mortgage Transactions.** The preceding restrictions on assignments of this lease shall not apply to, and no prior approval of LESSOR shall be required for: (i) a mortgage of the leasehold estate; (ii) a foreclosure or an assignment of the leasehold estate to the mortgagee in lieu of foreclosure; or (iii) a transfer by a mortgagee who has acquired the leasehold estate and such transfer occurs within a reasonable period of time commensurate with liquidation of the asset. However, any person acquiring the leasehold estate by any of the above means shall be obligated, within ten (10) days thereafter, to provide LESSOR with a copy of the recorded assignment. No mortgagee shall be deemed to have assumed, and no mortgagee shall be personally obligated to perform any of LESSEE's obligations under this lease which accrued prior to acquisition of the leasehold estate, provided that this limitation on personal liability shall not diminish the rights and remedies otherwise available to LESSOR in the event of a default nor the right of a mortgagee to cure defaults as herein provided. A mortgagee, having acquired the leasehold estate through foreclosure or assignment in lieu of foreclosure, shall be liable for performance of all obligations of LESSEE which accrue during the period the mortgagee has ownership of the leasehold estate,

and any rent payment which becomes due during such period shall be paid in full and not pro-rated. Nothing contained in this Lease Contract or in any mortgage shall release LESSEE from the full and faithful performance of LESSEE's obligations under this Lease Contract or from any liability for non-performance or constitute a waiver of any right of LESSOR against LESSEE. The term "mortgage" as used in this paragraph means any mortgage, deed of trust, collateral assignment or other transfer or pledge of this lease as security for an indebtedness of LESSEE; and the term "mortgagee" means the holder of the indebtedness to whom or for whose benefit this Lease Contract has been mortgaged or pledged as security.

Notwithstanding any provision of this Lease Contract to the contrary, in the event of a default and foreclosure of a mortgage or deed of trust representing money loaned on the hereinbefore described property or the receipt of a transfer in lieu thereof, the purchaser at such foreclosure or the recipient of a transfer in lieu thereof, will receive all the rights and privileges of a LESSEE and likewise assume all responsibilities of a LESSEE as if such purchaser or transferee had initially been a LESSEE under this Lease Contract.

21. **Waste.** The LESSEE shall be responsible for any damage that may be caused to LESSOR's property by the activities of the LESSEE under this Lease Contract, and shall exercise due diligence in the protection of all improvements, timber and other property of LESSOR, which may be located on the Lease Premises or in the vicinity thereof, against fire or damage from any and all other causes. LESSEE shall further comply with all applicable laws, rules and regulations concerning LESSEE's use of the property and/or obligations under this Lease Contract. This obligation shall include, but not be limited to, compliance with federal, state and local environmental endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. If the LESSEE shall commit, cause to be committed, or permit the commission of any act of waste on the leased premises, then this lease shall thereupon cease and terminate and shall thenceforth be null and void, and the LESSEE shall be and remain liable to LESSOR for any and all waste and damages to the land permitted, done, or in any way caused by the LESSEE. In the event of contamination of soils, air or water arising out of any LESSEE use,

22. **Quiet Possession.** LESSEE shall have quiet and peaceful possession of the Leased Premises as long as compliance is made with terms of this Lease Contract.

23. **Bankruptcy or Judgments.** LESSEE hereby covenants and agrees that if an execution or process is levied upon the Leased Premises or if a petition of bankruptcy be filed by or against LESSEE in any court of competent jurisdiction, LESSOR shall have the right, at its option, to cancel this Lease Contract. LESSEE further covenants and agrees that this Lease Contract and the interest of LESSEE hereunder shall not, without the written consent of LESSOR first obtained, be subject

to garnishment or sale under execution or otherwise in any suit or proceeding which may be brought against said LESSEE.

24. **Condemnation**. If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for LESSEE's normal business activity, should be condemned for any public use or conveyed under threat of condemnation, then this Lease Contract shall terminate on the date possession is acquired by the condemning authority, and rent shall be apportioned as of that date. All compensation awarded or paid upon such total or partial taking of the Leased Premises shall belong to LESSOR without participation by LESSEE, except to the extent the award fairly represents the value of improvements which are the property of the LESSEE. It is provided, however, that nothing herein shall preclude LESSEE from prosecuting any claim directly against the condemning authority for loss of business, cost of relocation or any other amounts to which a tenant may be entitled, provided that no such claim shall diminish or otherwise adversely affect the amount of LESSOR's award.

25. **Successors**. To the extent assignment of this Lease Contract is allowed by the above provisions, this Lease Contract shall be binding upon LESSEE's successors and assigns.

26. **Buildings or Improvements**. While this Lease Contract continues in force and effect, LESSEE shall have the unrestricted right to remove, change, alter, modify, add to or subtract from any of LESSEE's fixtures on the land as the LESSEE may in its sole discretion elect so to do, and the LESSOR, while this Lease or any extension thereof continues in force and effect, shall have no possessory interest in any of LESSEE's fixtures or improvements. If any of LESSEE's improvements are removed, the LESSEE shall be obligated to remove all foundations and paved areas, fill any excavations with a soil material suitable as a foundation support for further construction and generally restore the premises to a condition suitable for construction, use and occupancy by others. LESSEE shall have the right to construct new or replacement buildings or structures on the leased premises. In the event construction is contemplated, LESSEE shall submit a description of the general nature of the proposed improvement and its intended use to LESSOR for approval, which approval shall not be unreasonably withheld.

It is expressly agreed by and between the parties that LESSEE will not make any alteration upon the Leased Premises without the express written consent of LESSOR and that LESSEE will not occupy or use, nor permit to be occupied or used, the Leased Premises, for any business deemed extra-hazardous on account of fire or otherwise; nor will LESSEE permit the same to be used for any immoral or unlawful purpose. LESSEE also covenants and agrees to maintain the Leased Premises in a

neat and orderly manner and to refrain from creating or maintaining any eyesores, unattractive nuisances, or other nuisance.

UNLESS IN DEFAULT of its obligations under this lease title to all of LESSEE'S tower, equipment, improvements, chattels, personalty, any building provided by LESSEE, its agents, tenants or others within the scope of this Lease Contract situated upon or used in connection with this Property shall, to the full extent allowed by law, be and remain as the property of LESSEE, its agents, tenants or other such party. So long as LESSEE is not in default of the terms and provisions of this lease, LESSOR agrees that all of the aforesaid property shall (a) remain personal property notwithstanding the manner or mode of attachment of such property to the LESSOR'S Property and (b) shall not become fixtures.

In the event of any FORFEITURE, DEFAULT, LIMITATION OR CANCELLATION, LESSEE at its own cost and expense, shall remove and legally dispose of all hazardous or environmentally unsafe substances used by or associated with LESSEE'S activities or use of the premises, in accordance with law, regulations and rulings then in effect. If continued environmental monitoring of the subject property is required, such shall be done at the sole cost and expense of LESSEE.

27. **Diligence.** The LESSEE shall be responsible for any damage that may be caused to LESSOR's property by the activities of the LESSEE under this Lease, and shall exercise due diligence in the protection of all improvements, timber and other property of LESSOR, which may be located on the lease premises or in the vicinity thereof, against fire or damage from any and all other causes.

28. **General Duties of LESSEE.** LESSEE agrees:

A. To comply with all laws and ordinances applicable to the use of the Leased Premises including, without limitation, laws and regulations pertaining to accessibility by handicapped persons.

B. To allow inspection of the Leased Premises during normal business hours by an persons responsible for management or supervision of the property or this Lease Contract acting in their official capacity.

C. To perform all obligations herein expressed in a prompt fashion, without notice or demand.

D. To surrender the Leased Premises upon termination or expiration of this Lease Contract, with improvements to be in the condition as herein specified.

E. To provide LESSOR, at each Anniversary Date, written certification by LESSEE or an officer of LESSEE, of compliance with the provisions of this Lease Contract.

F. To maintain the Leased Premises at all times in a clean, neat and orderly manner, free of waste materials, and to keep grass and other vegetation clipped.

29. **Reservation.** LESSOR reserves title to all oil, gas, coal, lignite and other minerals, in on, or under the Leased Premises, together with the right of ingress and egress to remove the same, but not in a manner which interferes with LESSEE's operations on the Leased Premises.

30. **Rights-of-Way.** LESSOR reserves the right to grant or sell easements and rights of way on, over and across the Lease Premises for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed in a manner so as not to interfere with LESSEE's operations. This, however, is not to prevent LESSEE from collecting from any utility company for any damage which may be sustained by LESSEE in the construction, operation or maintenance of utilities on such right of way or easement.

31. **Recording.** LESSOR will deliver this Lease Contract to the Chancery Clerk of Madison County for recording and LESSEE has herewith delivered to LESSOR a check payable to such Chancery Clerk for the recording fees.

32. **Immunity.** No provision of this Lease Contract, whether requiring LESSEE to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR or the Secretary of State of any provision of law related to governmental immunity.

33. **Interpretation.** The parties to this Lease Contract acknowledge that they have freely entered into this Lease Contract and any ambiguities shall not be construed against a single party.

34. **Definition of LESSEE.** It is further stipulated and agreed that wherever the word "LESSEE" is used herein, it is intended and shall be deemed, to include and shall be binding upon LESSEE's members, agents, servants, employees, contractees, invitees, licensees, and guests.

35. **Governing Law.** This Lease Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and

venue for any actions arising from this Lease Contract and any amendments hereto shall rest exclusively in the Chancery Court of Madison County, Mississippi.

36. **Secretary of State.** By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Contract in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Contract by the Secretary of state indicates that the Madison County Board of Education has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

37. **Supervisory Right.** The Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Contract in the event LESSOR fails to do so in a timely manner. In the event the Secretary of State institutes legal action to enforce the terms of this Lease Contract, he shall have all rights as are conferred to LESSOR.

38. **Entire Agreement.** This Lease Contract shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Contract shall not be binding upon either party except to the extent incorporated herein.

39. **Zoning Ordinances and Restrictions.** This Lease Contract is subject to the Zoning and Subdivision Regulations of Madison County, Mississippi and current ad valorem taxes.

IN WITNESS WHEREOF, this Lease is executed by LESSOR pursuant to the Order duly entered upon its Minutes.

LESSOR:

**Madison County, Mississippi Board
of Education Trustees of the Madison
County School District 16th Section
School Lands Trust**

By: _____
Wayne Jimenez ,President

ATTEST:

Charlotte A. Seals, Madison County
Interim Superintendent of Education

LESSEE:

**Strategic Sites, LLC, a Mississippi
Limited Liability Company**

By: _____
Mike Jarvis, Managing Member

APPROVED:

C. Delbert Hosemann, Jr.,
Secretary of State

Reviewed and approved by the Madison County Board of Supervisors, this the
___ day of _____, 2019.

Trey Baxter, President

ATTEST:

Ronny Lott, Clerk

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ___ day of _____, 2019, within my jurisdiction, the within named **Trey Baxter**, who acknowledged to me that he is President of the **Madison County Board of Supervisors**, and that for and on behalf of the said Madison County Board of Supervisors, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2019, within my jurisdiction, the within named **Wayne Jimenez** and **Charlotte A. Seals**, who acknowledged to me that they are President and Interim Superintendent, respectively, of the **Madison County Board of Education**, and that for and on behalf of the said Madison County Board of Education, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 25th day of June, 2019, within my jurisdiction, the within named **Mike Jarvis**, who acknowledged to me that he is Managing Member of **Strategic Sites, LLC, a Mississippi Limited Liability Company**, and that for and on behalf of the said **Strategic Sites, LLC**, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

Brant Ratcliffe

NOTARY PUBLIC

My Commission Expires:

[SEAL]



tower/2019#1490 Strategic Sites, LLC

75' X 75' LEASE AREA DESCRIPTION

A parcel of land containing 0.129 acres (5,625 Square Feet), more or less, located in Northeast Quarter of the Northeast Quarter of Section 16, Township 7 North Range 2 East, City of Madison, Madison County, Mississippi and being more particularly described as follows:

COMMENCE at a found iron rod at the South corner of Lot 16 of Eastbrooke Estates subdivision, a map or plat located in Plot Cabinet D Slide 137 in the Chancery Clerk's Office in Madison County, Mississippi and thence run East for a distance of 1,033.94feet; thence run North for a distance of 1,163.74 feet to a set 1/2" rebar and the POINT OF BEGINNING for the herein described Lease Area;

thence run North 00 Degrees 05 Minutes 07 Seconds West for a distance of 75.00 feet to a set 1/2" rebar;
thence run North 89 Degrees 54 Minutes 53 Seconds East for a distance of 75.00 feet to a set 1/2" rebar;
thence run South 00 Degrees 05 Minutes 07 Seconds East for a distance of 75.00 feet to a set 1/2" rebar;
thence run South 89 Degrees 54 Minutes 53 Seconds West for a distance of 75.00 feet back to the POINT OF BEGINNING.

30' WIDE ACCESS DESCRIPTION

A parcel of land containing 0.152 acres (6,622 Square Feet), more or less, located in Northeast Quarter of the Northeast Quarter of Section 16, Township 7 North Range 2 East, City of Madison, Madison County, Mississippi and being more particularly described as follows:

COMMENCE at a found iron rod at the South corner of Lot 16 of Eastbrooke Estates subdivision, a map or plat located in Plot Cabinet D Slide 137 in the Chancery Clerk's Office in Madison County, Mississippi and thence run East for a distance of 1,033.94feet; thence run North for a distance of 1,163.74 feet to a set 1/2" rebar; thence run North 89 Degrees 54 Minutes 53 Seconds East for a distance of 22.50 feet to a set 1/2" rebar and the POINT OF BEGINNING for the herein described Access Easement;

thence continue to run North 89 Degrees 54 Minutes 53 Seconds East for a distance of 30.00 feet to a set 1/2" rebar;
thence run South 00 Degrees 05 Minutes 07 Seconds East for a distance of 105.51 feet to a set 1/2" rebar;
thence run South 79 Degrees 24 Minutes 41 Seconds East for a distance of 86.50 feet to a set 1/2" rebar on the West Right-of-Way line of Rice Road, as now laid out and in use, 2018;
thence run South 00 Degrees 05 Minutes 07 Seconds East along said West Right-of-Way line for a distance of 30.53 feet to a set 1/2" rebar;
thence leaving said West Right-of-Way line run North 79 Degrees 24 Minutes 41 Seconds West for a distance of 117.02 feet to a set 1/2" rebar;
thence run North 00 Degrees 05 Minutes 07 Seconds West for a distance of 131.38 feet back to the POINT OF BEGINNING.

10' WIDE UTILITY EASEMENT

A parcel of land containing 0.014 acres (625 Square Feet), more or less, located in Northeast Quarter of the Northeast Quarter of Section 16, Township 7 North Range 2 East, City of Madison, Madison County, Mississippi and being more particularly described as follows:

COMMENCE at a found iron rod at the South corner of Lot 16 of Eastbrooke Estates subdivision, a map or plat located in Plot Cabinet D Slide 137 in the Chancery Clerk's Office in Madison County, Mississippi and thence run East for a distance of 1,033.94feet; thence run North for a distance of 1,163.74 feet to a set 1/2" rebar; thence run North 89 Degrees 54 Minutes 53 Seconds East for a distance of 75.00 feet to a set 1/2" rebar and the POINT OF BEGINNING for the herein described Utility Easement;

thence run North 00 Degrees 05 Minutes 07 Seconds West for a distance of 10.00 feet to a set 1/2" rebar;
thence run North 89 Degrees 54 Minutes 53 Seconds East for a distance of 62.50 feet to a set 1/2" rebar on the West Right-of-Way line of Rice Road, as now laid out and in use, 2018;
thence run South 00 Degrees 05 Minutes 07 Seconds East along said West Right-of-Way line of Rice Road for a distance of 10.00 feet to a set 1/2" rebar;
thence leaving said West Right-of-Way line of Rice Road run South 89 Degrees 54 Minutes 53 Seconds West for a distance of 62.50 feet back to the POINT OF BEGINNING.

The bearings in the above descriptions are based on grid per the MS State Plane Coordinate System, West Zone.

TITLE REPORT #519-8375
DATED: MAY 15, 2019
OTHER MATTERS:

8. Right-of-Way for Roadway purposes to Madison County recorded in Book 283, Page 462. Does not effect the subject area.
9. Utility Easement to Entergy recorded in Book 485, Page 302 and re-recorded in Book 486, Page 395. The 10' wide easement does not effect the subject area. However the right of ingress and egress does effect the subject area.
10. Utility easement to Entergy recorded in Book 1835, Page 228 does effect the subject area and is shown hereon. The right of ingress and egress also effects the subject area.
11. Road right-of-way to Madison County recorded in Book 1912, Page 737. Road right-of-way/Easement does not effect the subject property. The description does not mathematically close. The Bus Easement does effect the subject area (access and utility easement) as shown hereon.
12. Right-of-Way to Entergy recorded in Book 2087, Page 774. Does not effect the subject area.

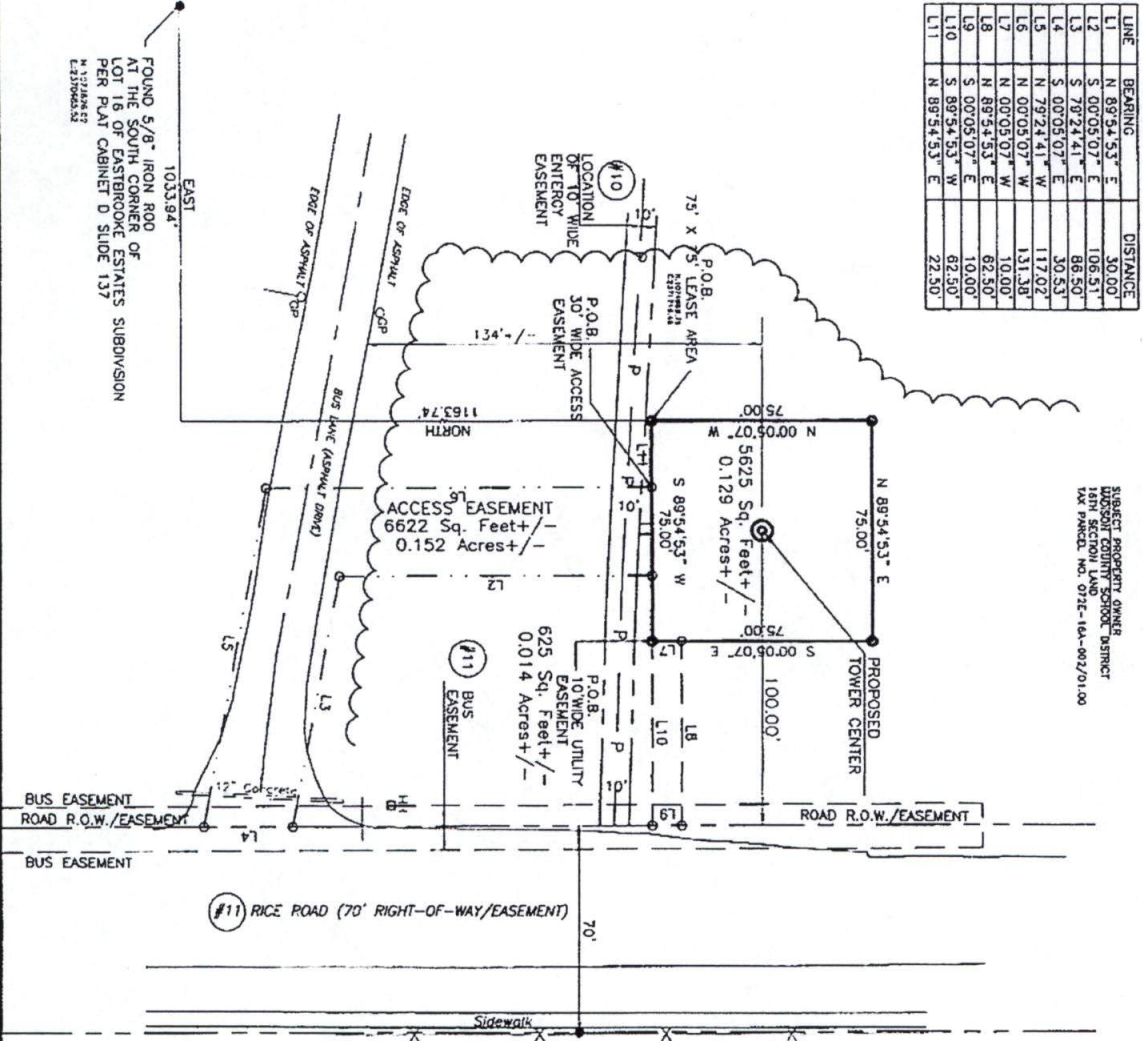


R. LAMAR BULLOCK, P.S. 02648
REVISED:06/23/2019

BULLOCK SURVEYING & MAPPING, LLC	
P.O. BOX - MADISON, MISSISSIPPI 39130 PHONE: (601) 941-5103 Survey@bullockm.com	
LEASE AND EASEMENT SURVEYS FOR PROPOSED MONOPINE CELL TOWER	
LOCATED IN SECTION 16, 17N-R2E RICE ROAD CITY OF MADISON, MADISON COUNTY, MISSISSIPPI	
DRAWING No.:Madison Ave Cell Site.dwg	JOB No.:BSM 18-062
DRAWN BY: L.B.	CHECKED BY: R.L.B.
SCALE: 1"=40'	DATE: 11/02/2018 SHEET 2 of 2

Exhibit A

LINE	BEARING	DISTANCE
L1	N 89°54'53" E	30.00'
L2	S 00°05'07" E	106.51'
L3	S 89°24'41" E	86.50'
L4	S 00°05'07" E	30.53'
L5	N 79°24'41" W	117.02'
L6	N 00°05'07" W	131.38'
L7	N 00°05'07" W	10.00'
L8	N 89°54'53" E	62.50'
L9	S 00°05'07" E	10.00'
L10	S 89°54'53" W	62.50'
L11	N 89°54'53" E	22.50'

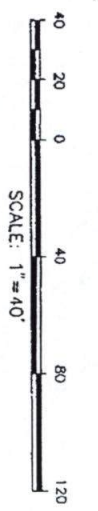
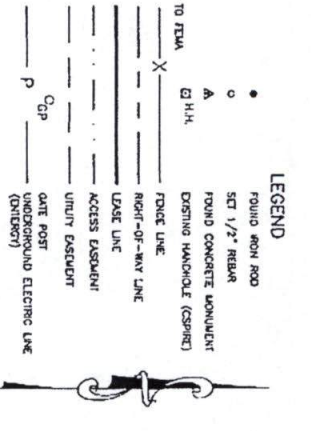


SUBJECT PROPERTY OWNER
 WISDOM COUNTY SCHOOL DISTRICT
 1700 W. WOODS BLVD.
 TAYLOR, MISSISSIPPI 38478
 TAX PARCEL NO. 071C-16A-002/01.00

GRID TOWER DATA
 LATITUDE: 32° 27' 19.312" (32.45531)
 LONGITUDE: -90° 07' 19.312" (-90.12197)
 NORTHING: 1070027.31 (ASSUMED WEST ZONE)
 EASTING: 227756.99 (ASSUMED WEST ZONE)
 ORIGIN ELEVATION (GAMM 80): 354.3
 PROPOSED TOWER TYPE: MONOPINE
 THIS PROPERTY IS LOCATED IN ZONE "X"
 (MONOPINE TOWER) ACCORDING TO FEMA
 MAPS OF MINOR FLOODING ACCORDING TO FEMA
 MAPS OF MINOR FLOODING DATED
 MARCH 17, 2010.



R. LAMAR BULLOCK, P.S. 02548
 REVISED: 06/23/2019



VERTICAL DATUM SHOWN IS NAVD83.
 CONTOUR INTERVAL = 1 FOOT.
 THE UNDERGROUND UTILITIES DEPICTED UPON
 THIS PLAN HAVE BEEN LOCATED FROM
 SURFACE OBSERVATION AND PLANT MARKERS AT THE
 SURFACE. THE LOCATION OF UTILITIES DEPICTED
 MUST BE CONFIRMED PRIOR TO CONSTRUCTION
 TO DEFINE THE EXACT LOCATION OF BOTH
 ABOVE AND BELOW GROUND UTILITIES. THIS
 SURVEY IS NOT A GUARANTEE OF THE LOCATION
 FOR ALL UTILITIES FOR THE PROJECT.
 BEARINGS SHOWN ON THIS SURVEY ARE BASED
 ON THE 1983 ADJUSTED STATE PLANE COORDINATE SYSTEM.
 CONVERSION ANGLE=0°07'50.82704"
 SCALE FACTOR=0.999934472
 DATE OF FIELD SURVEYS: NOVEMBER 2, 2018.
 SURVEY CLASS: B

BULLOCK SURVEYING & MAPPING, LLC
 P.O. BOX - WADSWORTH, MISSISSIPPI 39150
 PHONE (601) 941-3103 info@bullocksurvey.com

**LEASE AND EASEMENT SURVEYS FOR
 PROPOSED MONOPINE CELL TOWER**
 LOCATED IN SECTION 16, T7N-R2E
 RICE ROAD
 CITY OF MADISON, MADISON COUNTY, MISSISSIPPI

DRAWING No.: Madison Ave Cell Siting JOB No.: BSM 18-062
 DRAWN BY: L.B. CHECKED BY: R.L.B.
 SCALE: 1"=40' DATE: 11/02/2018 SHEET 1 of 2

FOUND 5/8" IRON ROD
 AT THE SOUTH CORNER OF
 LOT 16 OF EASTBROOKE ESTATES SUBDIVISION
 PER PLAT CABINET D SLIDE 137
 1033.94'
 EAST

Exhibit "B"

INDEXING: 0.129 acres with 30 foot wide access easement and 10 foot wide utility easement in the NE1/4 NE1/4 of Section 16, Township 7 North, Range 2 East, City of Madison, Madison County, Mississippi

LESSOR:

Madison County, Mississippi Board
of Education Trustees of The Madison
County School District 16th Section
School Lands Trust
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

LESSEE:

Strategic Sites, LLC
ATTN: Mike Jarvis
P.O. Box 2081
Ridgeland, MS 39158
Telephone: 601-955-9799

PREPARED BY:

Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

**16th SECTION PUBLIC SCHOOL TRUST LANDS
COMMERCIAL CELLULAR TOWER LEASE CONTRACT**

STATE OF MISSISSIPPI
COUNTY OF MADISON

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS COMMERCIAL
CELLULAR TOWER LEASE CONTRACT, (hereafter "Lease Contract"), made and

entered into this the _____ day of _____, 2019 by and between the MADISON COUNTY BOARD OF EDUCATION, TRUSTEES OF THE MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST, (hereinafter "LESSOR"), and, STRATEGIC SITES, LLC, a Mississippi Limited Liability Company (hereinafter "LESSEE").

WITNESSETH:

That, for the term and in consideration of the rentals hereinafter set forth, and the covenants, conditions, and by the authority and under the direction of the Madison County Board of Education, LESSOR does hereby lease and rent unto LESSEE the following described land (hereinafter called "subject property") to-wit:

The legal description is attached hereto as Exhibit "A" and incorporated herein by reference. A plat of survey is attached hereto as Exhibit "B" for informational purposes.

1. **Term.** Subject to the other provisions herein contained, the term of this Lease Contract shall be for forty (40) years, beginning the 16th day of July, 2019 and ending on the 15th day of July, 2059 (called the "primary term"). It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is that LESSEE is hereby granted an option to renew this lease for an additional "secondary term" of twenty years from the 16th day of July, 2059, under the same terms, conditions, and stipulations set forth herein, except as to the amount of the annual rentals. Any portion of the annual rental based upon the fair market value of the land shall exclude buildings and improvements not then owned by the LESSOR, and shall be determined by a qualified appraiser selected by LESSOR hereto who performs his or her appraisal not more than twelve months prior and not less than three months prior to the expiration of the initial primary term. If LESSEE is not in default of any of the terms and provisions of this lease LESSEE shall have the option at the end of the above described secondary term, in preference to all other parties, to extend this lease upon such terms and conditions as may be then negotiated and agreed upon by parties hereto. LESSEE shall give written notice of intent to renew at the address indicated hereinafter at a date no less than twelve (12) months preceding the end of said secondary term or any such renewal term and such notice shall invoke and preserve LESSEE'S preferential right of renewal.
2. **Termination.** LESSEE shall have the right in its sole discretion to cancel and terminate this Lease at any time upon twelve (12) months notice with and upon payment of any rents due during and for said twelve (12) months. However, nothing herein shall relieve LESSEE of any duty or obligation to remove its tower and equipment as set out hereinafter.

3. **Rent.** LESSEE covenants and agrees to pay as rent to LESSOR, on or before the Anniversary Date of this Lease Contract (July 16th) each year a "Base rent" of Fifteen Thousand and no/100 Dollars (\$15,000.00) in advance. In addition to the Base Rent LESSEE shall pay as "Additional Rent" 1/8th (12.5%) percent of the annual gross rentals received from additional tower tenants, after the first anchor tenant. Tower tenants are those tenants that sublease space on the cellular tower to provide cellular service. Subleasing of space for cellular providers does not require the approval of the Board of Education, but LESSEE shall provide copies of its subleases to LESSOR in order that 12.5% of the sublease rentals can be calculated accurately. The Additional Rent shall be due and payable on the Anniversary Date of this Lease Contract. **Annual rental shall mean the "Base Rent" and the "Additional Rent."** The obligation of LESSEE to pay rent under this Lease Contract is unconditional, and the rent shall not be subject to set off for any reason or cause. LESSOR and LESSEE agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Contract is not refundable, and LESSEE waives any right or claim it may have to refund of rent paid. In the final year of this lease or any renewal thereof the percentage of annual gross rentals shall be due on or before the expiration date of this lease. Rents shall be paid according to the following schedule.

<u>YEAR</u>	<u>ANNUAL RENTAL</u>
1 - 10	\$15,000.00 Base Rent Plus 12.5% Additional Rent
11-20	\$ As Adjusted Pursuant to Paragraph 4
21-30	\$ As Adjusted Pursuant to Paragraph 4
31-40	\$ As Adjusted Pursuant to Paragraph 4

LESSOR or the their designated agents shall have the right to at least annually inspect the books and records of LESSEE or its assigns to verify the amount of LESSOR'S gross rentals per year.

In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than thirty (30) days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, than a rate equal to five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District in which LESSOR is located, calculated according to actuarial method. Failure of LESSEE to pay the annual rentals listed above shall constitute a breach of this Lease Contract.

4. **Base Rent Adjustment Procedure.**

A. Prior to the tenth (10th), twentieth (20th) and thirtieth (30th) anniversary dates of the commencement of this Lease, LESSOR shall have a reappraisal made of the subject property and a re-determination of a reasonable annual rental for the property. LESSOR shall, six months before or six months after any such date, cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount. The reappraisal shall be made pursuant to the terms of § 29-3-65 Miss. Code Ann. (1972), or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. LESSOR shall use its best efforts to cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount within six months before expiration of the primary term. In the event LESSOR shall fail to instigate reappraisal within the six months preceding any rent adjustment date, LESSOR shall not be deemed to have waived this provision requiring rent adjustment, and in such event (at any time after a rent adjustment date) LESSOR may proceed to have the Leased Premises reappraised and an adjusted rent determined for any such readjustment period. The adjusted rent shall be effective on the required adjustment date and LESSEE shall pay any deficiency to LESSOR within fifteen (15) days of the determination of the adjusted rent. The reappraisal shall establish the fair market value of the Leased Premises and establish a reasonable current percentage of income on real estate investments for the purposes of determining annual fair market rental. Such percentage shall be no less than the minimum acceptable percentage provided by statute then in effect. Unless altered by the procedures described below, the amount of rent so determined as of each rental adjustment date shall be paid until the next rental adjustment date or for the balance of the lease as the case may be. The appraisal process described in this subparagraph may be referred to hereafter as the Statutory Procedure. The cost of the reappraisal shall be borne by LESSEE, using an appraiser selected by LESSOR.

The LESSOR shall notify LESSEE of the reappraisal in writing a minimum of ninety (90) days prior to said dates. The reappraisal shall establish the fair market value of the property and the fair return on value for rent. Buildings and other improvements on the property, which are not owned by LESSOR shall be excluded from the reappraisal evaluation. The amount of the annual rental so determined as of the tenth (10th) anniversary date shall be paid annually for the next succeeding ten (10) years; the annual rental so determined as of the twentieth (20th) anniversary date shall be paid annually for the next succeeding ten (10) years; and the annual rental so determined as of the thirtieth (30th) anniversary date shall be paid annually for the balance of the Lease term.

i) Any adjustments of annual rental determined by the above-mentioned statutory appraisal procedure shall be binding upon the LESSOR and LESSEE.

ii) The annual rental on any adjustment date shall not be reduced below the amount established upon the initial date of this Lease except upon determination by the Statutory Procedure.

B. Should the Statutory Procedure described in subparagraph (A) above result in an increase over the amount previously due, LESSEE, by notice in writing given to the LESSOR within fifteen (15) days after receiving notice of the increase, shall have the right to elect an alternate method of determining the current fair market rental value of the Leased Premises (the "Alternate Procedure") as follows:

(i) LESSEE may provide an appraisal by an appraiser having the qualifications hereafter described giving an opinion of current fair market annual rental value based on the fair market value of the land and a reasonable percentage of return on comparable land investments as of the rental adjustment date. The written report of LESSEE's appraiser shall be delivered to LESSOR within 45 days after the date on which LESSOR gave notice of an increase in rent under the Statutory Procedure. UPON FAILURE TO PROVIDE AN ALTERNATE APPRAISAL WITHIN THE TIME ALLOWED, LESSEE SHALL FORFEIT THE RIGHT TO PURSUE THE ALTERNATE PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.

(ii) The appraiser appointed by LESSEE and the appraiser previously appointed by LESSOR under the Statutory Procedure shall make a good faith effort to reconcile their differences. If they have been unable to do so within 10 days after delivery of the report of LESSEE's appraiser, the two appraisers, within such 10-day period, shall each submit the names of three appraisers having the qualifications hereinafter described who practice in Mississippi to serve as a review appraiser, and they shall select the review appraiser from names in common on the two lists. If there is no name in common on the two lists, or if the person selected shall decline to serve, then each appraiser shall submit another list of three names of persons meeting the same criteria.

(iii) The review appraiser shall review and analyze the two appraisal reports, and, if needed, inspect the land, consult with the two appraisers, review their assumptions and source informational and request corrections, revisions and rental. The review appraiser may also consider relevant information from his own files,

conduct such independent investigation as he deems appropriate and may consider comparable transactions which occurred after the rental adjustment date.

(iv) The review appraiser shall report his opinion of annual fair market rent and such amount shall be accepted by LESSOR and LESSEE as the current fair market rental value of the Leased Premises.

C. If LESSEE requests the Alternate Procedure, LESSEE shall pay all fees and expenses of LESSEE's appraiser, the review appraiser and any additional charges of LESSOR's appraiser. The review appraiser, however, shall perform his duties in an independent and impartial manner irrespective of the source of payment of his fees and expenses.

D. The annual rentals on any adjustment date shall not be reduced below the amount established upon the initial date of this lease except upon determination by the Statutory Procedure.

E. The amount of rent determined in the above manner shall be remitted on or before the rental adjustment date, or, if the rental adjustment procedures are concluded after such date, then promptly upon conclusion of these rental adjustment procedures effective as of the rental adjustment date.

F. The rent adjustment procedures will not delay the due date of rent at the existing annual rate and will not affect LESSOR's right to declare a default if rent is not timely paid.

G. LESSEE's appraiser and the review appraiser must be members of the same organization of appraisers as LESSOR's appraiser, or an organization having higher requirements for admission, and must have the same or higher designation (such as, for example, Member, Appraisal Institute). If LESSOR's appraiser belongs to more than one organization, the other appraisers must belong to the organization having the highest standards and qualifications for membership. If the organization has multiple designations for appraisers, the review appraiser and the LESSEE's appraiser must hold the same or a higher designation as held by LESSOR's appraiser.

LESSOR and LESSEE agree that the "Additional Rent" due hereunder may increase or decrease from time to time as a result of added or deleted tower tenants, or as a result of increased or escalated rentals from existing tower tenants during any year, and LESSEE shall duly make adjustments to rental payments as are reasonable and timely. Any variance or shortage shall be corrected and paid up on or before the Anniversary Date of this lease.

5. **Taxes.** LESSEE covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the Leased Premises and LESSEE's interest therein; LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Contract or any other fees so determined by law. All payments for general and special taxes and assessments shall be made directly to the governmental authority responsible for collecting such taxes and assessments. During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments, including drainage taxes, in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments. LESSEE's failure to pay said taxes, as and when due, shall constitute a breach of this Lease Contract and shall entitle LESSOR to terminate this lease.

6. **Default.** The parties herein expressly agree that if default shall be made in the payment of any general or special tax or assessment or rent due, made pursuant to this Lease Contract, then and in any event of default, it shall be lawful for LESSOR to enter upon the Leased Premises, or any part thereof, after LESSOR has provided sixty (60) days prior written notice to LESSEE and upon LESSEE's failure to cure such default within said sixty (60) days, either with or without the process of law, to re-enter and repossess the same, and to distrain from any rent or assessment that may be due thereon, at the election of LESSOR, but nothing herein is to be construed to mean that LESSOR is not permitted to hold LESSEE liable for any unpaid rent or assessment to that time. As to all other conditions, covenants, and obligations imposed on LESSEE herein, enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate said conditions, covenants, and obligations to restrain violation and recover damages, if any, including reasonable expenses of litigation including, but not limited to, fees charged by attorneys, expert witnesses, surveyors and appraisers, which LESSEE expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after sixty (60) days written notice. Enforcement proceedings shall include the right of the Tax Collector to recover any tax, assessment, fees and costs. Invalidation of any provision(s) of this Lease by judgment or court order shall in no way affect any of the remaining provisions which shall remain in full force and effect.

7. **Remedies.** In the event of any forfeiture, default, or cancellation of this Lease Contract or termination of the term therefore aforesaid, LESSEE shall quit, deliver up and surrender possession of the Leased Premises, and all LESSOR-owned

structures and improvements thereon to the said LESSOR, and thereupon this Lease Contract and all agreements and covenants on LESSOR's behalf to be performed and kept, shall cease, terminate, and be utterly void, the same as if the Lease Contract had not been made. At LESSOR's option, LESSEE shall be required to remove all LESSEE-owned improvements. In addition thereto, LESSOR shall be entitled to whatever remedies it may have at law or equity for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of LESSEE's non-fulfillment or non-performance of the terms and conditions of this Lease Contract, including costs for removing LESSEE-owned improvements.

Immediately upon the termination of this Lease Contract, whether for forfeiture, default or cancellation, LESSOR shall be entitled to take possession of the Leased Premises and all LESSOR-owned improvements thereon absolutely, notwithstanding custom, usage, or law to the contrary. Any removal of property from the Leased Premises shall be accomplished so as to leave the Leased Premises in a condition satisfactory to LESSOR. At LESSOR's option, LESSEE shall remove all of LESSEE's property within thirty (30) days of LESSOR's repossession. LESSEE shall be subject to the accrual of rent during the said thirty (30) day period.

8. **Curing Default.** Notwithstanding any provision of this Lease to the contrary, any present or future holder of a mortgage or a deed of trust representing money loaned on these facilities, shall have the right of a thirty (30) day notice of default within which to cure any default which may be cured by the payment of money. In addition, for any other default for which a forfeiture of said Lease Contract may be invoked, such holder of such mortgage or deed of trust shall be entitled to a notice in writing of the claimed default and shall have a reasonable time, which shall not be less than sixty (60) days, either to require the correction of such default or in lieu thereof, to protect itself through the exercise of a power of sale and thereby acquire a leasehold in the Leased Premises and correct such default. LESSEE hereby covenants and agrees to notify LESSOR of the existence of all such mortgages, deeds of trust, or other secured encumbrances, and that, in the absence of such notice, LESSOR has no obligation whatever to notify any such holder of said encumbrance.

Any recorded mortgage or deed of trust may provide that any default by the LESSEE/Mortgagor concerning this Lease shall likewise be a default of such mortgage or deed of trust, but failure to indicate such provisions in any mortgage or deed of trust shall not affect the validity or propriety thereof nor diminish the protection extended to the holder of such mortgage or deed of trust or the indebtedness secured thereby.

9. **Assignment.** Provided LESSEE is not in breach of this Lease Contract, LESSEE may, upon payment of a \$200.00 transfer fee to LESSOR and obtaining

LESSOR's written approval, which approval shall not be unreasonably withheld or delayed, assign this Lease in its entirety, whereupon the LESSEE shall be relieved of all obligations accruing subsequent to the assignment. LESSEE shall file a written request for approval of assignment with the Madison County, Mississippi, Board of Education, 476 Highland Colony Parkway, Ridgeland, Mississippi 39157. Said assignment request shall include a true copy of the instrument evidencing such transfer and the Assignee's current address and telephone number.

10. **Regulatory Compliance.** LESSEE shall comply with all applicable laws, rules, and regulations concerning LESSEE's use of the property and/or obligations under this Lease Contract. This obligation shall include, but not be limited to, compliance with federal, state and local environmental regulations concerning the air, water and soil, endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. In the event of contamination of the air, water or soils arising out of any LESSEE use, LESSEE shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease Contract. Notwithstanding the requirements of this paragraph, LESSEE:

A. Will not sue, generate, manufacture, produce, store, release, discharge, or dispose of, on, under or about the Leased Premises or transport to or from the Leased Premises any hazardous substance or pollutant (as either may be defined by an present or future laws or regulations of any governmental authority or by an administrative or judicial decisions) or any solid wastes and will not allow any other person to do so.

B. Shall keep and maintain the Leased Premises in compliance with, and shall not cause or permit the Leased Premises to be in violation of, any environmental laws or regulations nor any laws or regulations pertaining to the disposal of solid, liquid, or gaseous wastes, both hazardous and non-hazardous.

C. Shall give prompt written notice to LESSOR and the Secretary of State of:

(i) Any proceeding or inquiry by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the Leased Premises or the migration thereof from or to other property;

(ii) All claims made or threatened by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the Leased Premises or the migration thereof from or to other property.

(iii) LESSEE's discovery of any occurrence or condition that would cause the Leased Premises to be subject to any restrictions on the ownership, occupancy, transferability or use of the Leased Premises under any environmental or solid waste disposal law, regulation, ordinance or ruling.

11. **Environmental Accidents.** LESSEE shall immediately furnish written notice of all spills, leaks, accidents or similar matters on the premises to LESSOR and the Secretary of State at the addresses provided in this instrument. LESSEE shall also furnish LESSOR and the Secretary of State a copy of all filings, including but not limited to, environmental issues, required bylaws, rules or regulations arising out of any spills, leaks, accidents, or other matters related to the use and occupation of the premises by LESSEE. Nothing in this paragraph shall place any duty of cleanup or remediation of property upon LESSOR, with those duties belonging exclusively to LESSEE. LESSEE shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease Contract.

12. **Breach of Lease Contract.** If LESSEE breaches any of the provisions of this Lease Contract and fails to cure the same after sixty (60) days written notice from the LESSOR, then LESSEE, in addition to any other damages for which it may be responsible, shall pay LESSOR, its reasonable costs and expenses in enforcing the Lease Contract, including but not limited to, fees charged by attorneys, expert witnesses, surveyors and appraisers.

However, in the event that an alleged breach is beyond the immediate control of LESSEE, this lease shall not be terminated so long as LESSEE has commenced reasonable efforts to cure or correct same within the time period stated above and continues working prudently, in good faith and in a diligent manner to cure or correct such breach or default. LESSOR may seek termination for breach if LESSEE fails to diligently pursue cure or correction of the alleged breach or default in a prudent, good faith and diligent manner. Said provision does not apply for breach for failure to pay rent, taxes or assessments.

13. **Notices.** All notices specified by this instrument shall be in writing and sent by registered or certified mail, postage prepaid, to the following address or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either party may change the persons or addresses to who notice shall be sent.

To LESSOR: 16th Section Land Manager
Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

To Secretary of State: Mississippi Secretary of State's Office
ATTN: 16th Section Lands
P.O. Box 136

Jackson, MS 39205-0136
Telephone: 601-359-1350
Facsimile: 601-359-1461

To LESSEE: Strategic Sites, LLC
ATTN: Mike Jarvis
P.O. Box 2081
Ridgeland, MS 39158
Telephone: 601-955-9799

14. **Classification/Use.** The lands herein have been classified as "Commercial" in accordance with §29-3-31, et seq., Miss. Code Ann. (1972), as amended. LESSEE agrees that it is in the best interest of the LESSOR that the use of the property for a cellular communication transmitting tower be maximized. Therefore, LESSEE agrees to construct said cellular communications transmitting tower in such a manner, subject to local zoning and regulations. LESSOR warrants that the Leased Premises shall be permitted to be used for a cellular tower for the duration of the term. This warranty does not apply to any change in use which may be required by governmental authority or other means beyond the control of LESSOR.

LESSEE will use the Property for the purposes of erecting, installing, maintaining and servicing a cellular communications transmission tower and related equipment shelters and access thereto. LESSEE, its agents, employees, successors, assigns, tenants, sub-LESSEEs, and invitees are granted the unencumbered use and utilization of the Property for said purpose.

LESSEE shall not use the Leased Premises for any of the following purposes: (i) activities that are considered hazardous, including, but not limited to, demolition or the storage or use of dangerous substances; (ii) Any activity considered to be a nuisance; (iii) Any activity that is unlawful or immoral; (iv) The operation of a business or proprietorship that offers adult entertainment including, but not limited to, nude or partially nude dancing or display or the sale or distribution of adult materials including, but not limited to, pornographic magazines, books, videocassettes, or computer disks; (v) Any activity which at the discretion of the LESSOR and the Secretary of State is inappropriate upon Sixteenth Section Land.

15. **Access.** This lease shall include, without limitation, the right of convenient ingress and egress by LESSEE over and across the adjoining land of LESSOR by the use of existing public roads, whether presently existing or hereafter publicly constructed and maintained, and the use thereof, reasonably necessary in connection with the construction, maintenance, operation, removal, repair, renewal, replacement, or removal of the above-described facilities on said tract. Any damage to the roadways shall be repaired by LESSEE within fifteen (15) days of prior

receipt of notice by LESSOR. Such access shall be limited to public roadways in existence at the time access is needed. LESSOR reserves the right to close or relocate roadways without notice to the LESSEE.

16. **Permits.** LESSEE shall be responsible for the application and securing of any and all building and/or construction permits required by any Federal, State, County or City entity. LESSOR agrees to execute and deliver all consents reasonably requested by LESSEE, and to cooperate with LESSEE in obtaining all licenses and permits which may be necessary for the construction and operation of LESSEE'S facilities.

Prior to LESSEE making physical improvements to the subject parcel, including construction of the cellular communications transmission tower, LESSEE may opt to cancel the Lease Contract, without further obligation to the LESSOR, in the event that the Federal Communications Commission ("FCC") or the Federal Aviation Administration ("FAA") do not grant approval for the location and construction of the tower. LESSEE will make every reasonable effort to secure FCC and FAA authority, as well as any other applicable federal, state, or local governing approval to erect the cellular communications transmission tower. If LESSEE is unable to obtain all necessary approval and permits related to said tower prior to construction, then LESSEE may opt out of the remaining period of the Lease Contract without further obligation to the LESSOR upon written notice to the LESSOR, with the understanding that no previously paid lease fees will be refunded.

17. **Timber.** The parties recognize that the subject property must be cleared of all timber for LESSEE to use the subject property for its purposes. After said initial cutting, LESSEE shall have continuing right, exercisable at any time, and from time to time, to cut and keep the subject property clear of all non-merchantable trees, undergrowth, and any other natural or manmade obstruction that may injure or endanger any of the above-described facilities, or interfere with LESSEE'S access to, monitoring of, or maintenance, repair, relocation for maintenance purposes, construction, and/or operation of the same, all without further compensation other than the annual rental payments specified herein.

18. **Insurance.** LESSEE shall maintain contractual and comprehensive general liability insurance with a company acceptable to LESSOR and the Secretary of State, with a minimum combined single limit of liability of one million dollars (\$1,000,000.00) [and the members of LESSEE shall collectively maintain a similar policy or self-insure for an excel limit of liability of one million dollars (\$1,000,000.00)] for personal injuries or death of persons or destruction of property arising out of its operation, use or occupancy of the Leased Premises. LESSEE shall furnish proof of

75' X 75' LEASE AREA DESCRIPTION

A parcel of land containing 0.129 acres (5,625 Square Feet), more or less, located in Northeast Quarter of the Northeast Quarter of Section 16, Township 7 North Range 2 East, City of Madison, Madison County, Mississippi and being more particularly described as follows:

COMMENCE at a found iron rod at the South corner of Lot 16 of Eastbrooke Estates subdivision, a map or plat located in Plot Cabinet D Slide 137 in the Chancery Clerk's Office in Madison County, Mississippi and thence run East for a distance of 1,033.94feet; thence run North for a distance of 1,163.74 feet to a set 1/2" rebar and the POINT OF BEGINNING for the herein described Lease Area;

thence run North 00 Degrees 05 Minutes 07 Seconds West for a distance of 75.00 feet to a set 1/2" rebar;
 thence run North 89 Degrees 54 Minutes 53 Seconds East for a distance of 75.00 feet to a set 1/2" rebar;
 thence run South 00 Degrees 05 Minutes 07 Seconds East for a distance of 75.00 feet to a set 1/2" rebar;
 thence run South 89 Degrees 54 Minutes 53 Seconds West for a distance of 75.00 feet back to the POINT OF BEGINNING.

30' WIDE ACCESS DESCRIPTION

A parcel of land containing 0.152 acres (6,622 Square Feet), more or less, located in Northeast Quarter of the Northeast Quarter of Section 16, Township 7 North Range 2 East, City of Madison, Madison County, Mississippi; and being more particularly described as follows:

COMMENCE at a found iron rod at the South corner of Lot 16 of Eastbrooke Estates subdivision, a map or plat located in Plot Cabinet D Slide 137 in the Chancery Clerk's Office in Madison County, Mississippi and thence run East for a distance of 1,033.94feet; thence run North for a distance of 1,163.74 feet to a set 1/2" rebar; thence run North 89 Degrees 54 Minutes 53 Seconds East for a distance of 22.50 feet to a set 1/2" rebar and the POINT OF BEGINNING for the herein described Access Easement;

thence continue to run North 89 Degrees 54 Minutes 53 Seconds East for a distance of 30.00 feet to a set 1/2" rebar;
 thence run South 00 Degrees 05 Minutes 07 Seconds East for a distance of 105.51 feet to a set 1/2" rebar;
 thence run South 79 Degrees 24 Minutes 41 Seconds East for a distance of 86.50 feet to a set 1/2" rebar on the West Right-of-Way line of Rice Road, as now laid out and in use, 2018;
 thence run South 00 Degrees 05 Minutes 07 Seconds East along said West Right-of-Way line for a distance of 30.53 feet to a set 1/2" rebar;
 thence leaving said West Right-of-Way line run North 79 Degrees 24 Minutes 41 Seconds West for a distance of 117.02 feet to a set 1/2" rebar;
 thence run North 00 Degrees 05 Minutes 07 Seconds West for a distance of 131.38 feet back to the POINT OF BEGINNING.

10' WIDE UTILITY EASEMENT

A parcel of land containing 0.014 acres (625 Square Feet), more or less, located in Northeast Quarter of the Northeast Quarter of Section 16, Township 7 North Range 2 East, City of Madison, Madison County, Mississippi and being more particularly described as follows:

COMMENCE at a found iron rod at the South corner of Lot 16 of Eastbrooke Estates subdivision, a map or plat located in Plot Cabinet D Slide 137 in the Chancery Clerk's Office in Madison County, Mississippi and thence run East for a distance of 1,033.94feet; thence run North for a distance of 1,163.74 feet to a set 1/2" rebar; thence run North 89 Degrees 54 Minutes 53 Seconds East for a distance of 75.00 feet to a set 1/2" rebar and the POINT OF BEGINNING for the herein described Utility Easement;

thence run North 00 Degrees 05 Minutes 07 Seconds West for a distance of 10.00 feet to a set 1/2" rebar;
 thence run North 89 Degrees 54 Minutes 53 Seconds East for a distance of 62.50 feet to a set 1/2" rebar on the West Right-of-Way line of Rice Road, as now laid out and in use, 2018;
 thence run South 00 Degrees 05 Minutes 07 Seconds East along said West Right-of-Way line of Rice Road for a distance of 10.00 feet to a set 1/2" rebar;
 thence leaving said West Right-of-Way line of Rice Road run South 89 Degrees 54 Minutes 53 Seconds West for a distance of 62.50 feet back to the POINT OF BEGINNING.

The bearings in the above descriptions are based on grid per the MS State Plane Coordinate System, west Zone.

THE REPORT #519-8375
 DATED: MAY 15, 2019
 OTHER MATTERS:

8. Right-of-Way for Roadway purposes to Madison County recorded in Book 283, Page 462. Does not affect the subject area.
9. Utility Easement to Entergy recorded in Book 485, Page 802 and re-recorded in Book 486, Page 395. The 10' Wide easement does not affect the subject area. However the right of ingress and egress does affect the subject area.
10. Utility easement to Entergy recorded in Book 1835, Page 228 does affect the subject area and is shown hereon. The right of ingress and egress also affects the subject area.
11. Road right-of-way to Madison County recorded in Book 1912, Page 737. Road right-of-way/Easement does not affect the subject property. The description does not mathematically close. The Bus Easement does affect the subject area (access and utility easement) as shown hereon.
12. Right-of-Way to Entergy recorded in Book 2087, Page 774. Does not affect the subject area.



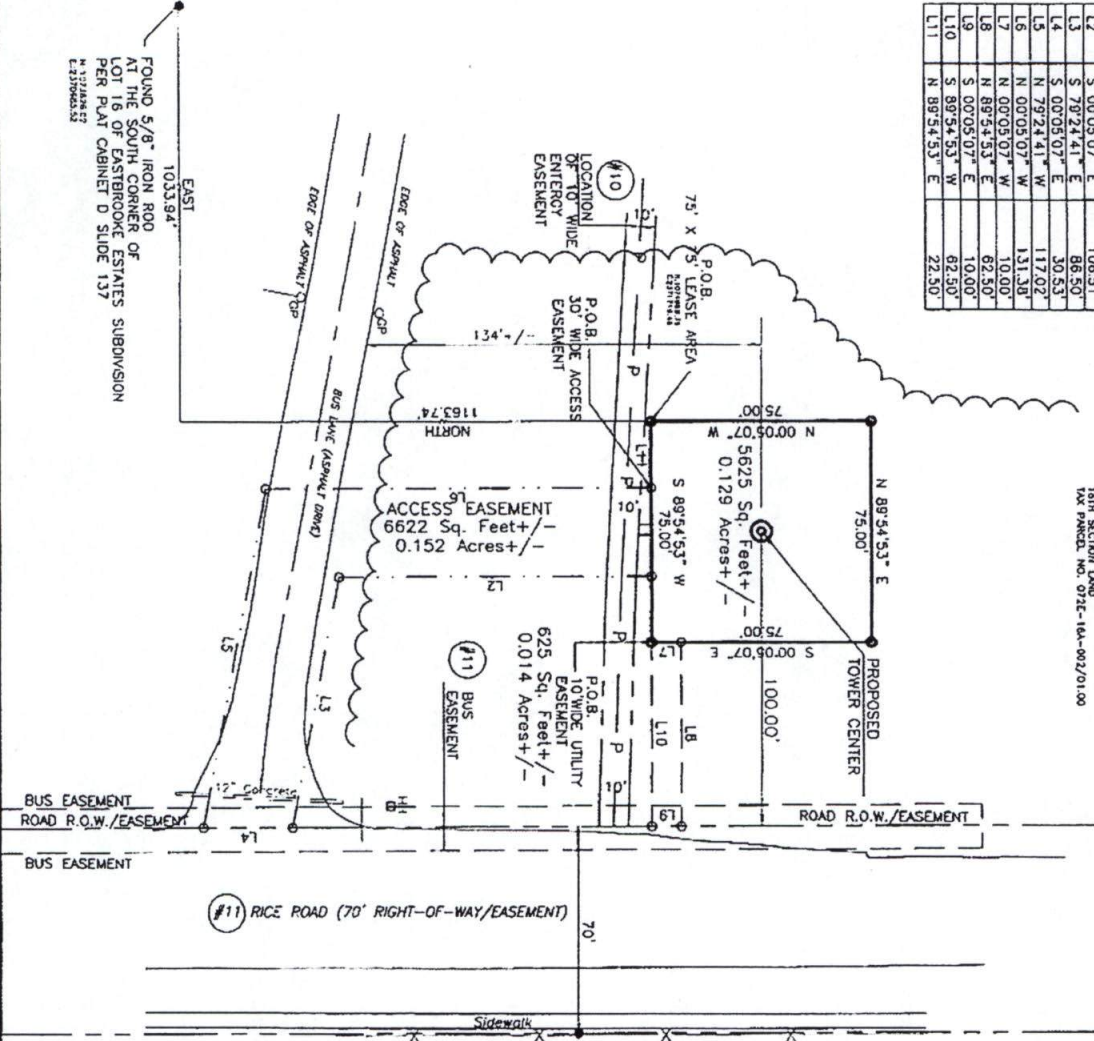
R. LAMAR BULLOCK, P.S. 02648
 REVISED:06/23/2019

BULLOCK SURVEYING & MAPPING, LLC	
P.O. BOX - MADISON, MISSISSIPPI 39130 PHONE: (601) 941-3103 bullock@bullocksv.com	
LEASE AND EASEMENT SURVEYS FOR PROPOSED MONOPINE CELL TOWER LOCATED IN SECTION 16, 17N-R2E RICE ROAD CITY OF MADISON, MADISON COUNTY, MISSISSIPPI	
DRAWING No.: Madison Ave Cell Sitedg	JOB No.: BSM 18-062
DRAWN BY: L.B.	CHECKED BY: R.L.B.
SCALE: 1"=40'	DATE: 11/02/2018 SHEET 2 of 2

Exhibit A

LINE	BEARING	DISTANCE
L1	N 89°54'53" E	30.00'
L2	S 00°05'07" E	106.51'
L3	S 79°24'41" E	86.50'
L4	S 00°05'07" E	30.53'
L5	N 79°24'41" W	117.02'
L6	N 00°05'07" W	131.38'
L7	N 00°05'07" W	10.00'
L8	N 89°54'53" E	62.50'
L9	S 00°05'07" E	10.00'
L10	S 89°54'53" W	62.50'
L11	N 89°54'53" E	22.50'

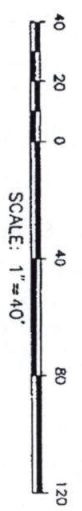
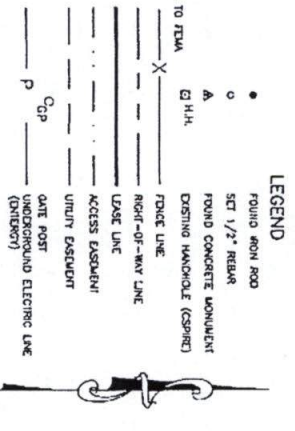
SUBJECT PROPERTY OWNER
 MADISON COUNTY SCHOOL DISTRICT
 TAX PARCEL No. 071C-1A-002/0100



KNOWN TOWER DATA
 LATITUDE 32° 27' 19.32\"/>



R. LAMAR BULLOCK, P.S. 02848
 REVISED:06/23/2019



VERTICAL DATUM SHOW IS NAVD83
 CONTOUR INTERVAL = 1 FOOT.
 THE UNDERGROUND UTILITIES DEPICTED UPON
 THIS PLAN HAVE BEEN LOCATED FROM
 SURFACE OBSERVATION AND PAINT MARKINGS AT THE
 SURFACE. THE LOCATION OF UTILITIES DEPICTED
 HEREON IS NOT GUARANTEED. THE USER MUST
 BE CONTACTED PRIOR TO CONSTRUCTION
 TO DEFINE THE EXACT LOCATION OF BOTH
 ABOVE AND BELOW GROUND UTILITIES. THIS
 SURVEY IS NOT TO BE USED FOR ANY PURPOSE
 OTHER THAN THAT SPECIFICALLY INTENDED
 FOR ALL UTILITIES FOR THE PROJECT.
 BEARINGS SHOWN ON THIS SURVEY ARE BASED
 ON THE STATE PLANE COORDINATE SYSTEM,
 CONVERSION: ANGLE=00°07'50.8200\"/>

BULLOCK SURVEYING & MAPPING, LLC
 P.O. BOX - MADISON, MISSISSIPPI 39130
 PHONE (601) 941-3103 info@bullocksurvey.com

**LEASE AND EASEMENT SURVEYS FOR
 PROPOSED MONOPINE CELL TOWER**
 LOCATED IN SECTION 16, 77N-R2E
 RICE ROAD
 CITY OF MADISON, MADISON COUNTY, MISSISSIPPI

DRAWING No.:Madison Ave Cell Stndng JOB No.:BSM 18-062
 DRAWN BY:L.B. CHECKED BY: R.L.B.
 SCALE: 1"=40' DATE: 11/02/2018 SHEET 1 of 2

FOUND 5/8\"/>

Exhibit "B"

INDEXING: 0.08± acres located in the NW1/4 of Section 16, Township 8 North, Range 1 West, Town of Flora, Madison County, Mississippi (located within Parcel #051E-16B-064/00.00)

LESSOR:
Madison County, Mississippi Board
of Education, Trustees of the Madison
County School District 16th Section
School Lands Trust
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

LESSEE:
Telepak Networks, Inc., dba C-Spire
ATTN: Mr. Steve Case, Contracts and
Permits Administrator
1018 Highland Colony Pkwy, Ste 400
Ridgeland, MS 39157
Telephone: 601-487-5619

Prepared By:
Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

16TH SECTION PUBLIC SCHOOL TRUST LANDS
OTHER CLASSIFICATION PROPERTY LEASE
FOR FIBER OPTICS EASEMENT

STATE OF MISSISSIPPI
COUNTY OF MADISON

THIS OTHER CLASSIFICATION PROPERTY LEASE (hereinafter the "Lease"), is made and entered into this the 10th day of July, 2019, by and between the **BOARD OF EDUCATION OF THE MADISON COUNTY SCHOOL DISTRICT AS TRUSTEES OF THE MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST** (hereinafter "Lessor"), and **TELEPAK NETWORKS, INC.**, a Mississippi corporation, dba **C-SPIRE** (hereinafter "Lessee").

WITNESSETH:

That for the term and in consideration of the annual rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by the Lessee, and by the authority and under the direction of the Board of Education of the Madison County School District, Mississippi, Lessor does hereby lease, let and rent unto Lessee the following described land (hereinafter "Leased Premises"):

A 5-foot wide permanent easement located south of the northern line of the NW1/4 of Section 16, Township 8 North, Range 1 West, Madison County, Mississippi, consisting of 3,467 square feet or 0.08 acres and described as follows, to wit:

The legal description is attached hereto as Exhibit "A" and incorporated herein by reference. A plat of survey is attached hereto as Exhibit "B" for informational purposes.

1. **Term.** Subject to other provisions herein contained, the term of this Lease Contract shall be for forty (40) years, beginning on the 16th day of July, 2019, and terminating on the 15th day of July, 2059, (the "primary term"). For purposes of this Lease Contract, the Anniversary Date shall be on the anniversary of the beginning of the primary term. It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to Lessee to renew this lease for an additional or "secondary term" of twenty-five (25) years as provided in §29-3-69 Miss. Code Ann. (1972), beginning on the 16th day of July, 2059, and terminating on the 15th day of July, 2084, at an annual rental based upon the fair market value of the land, excluding buildings and improvements not then owned by Lessor, as determined by a qualified appraiser selected by the Lessor who performs his appraisal not more than twelve months prior to the expiration of the primary term. To exercise the right to renew this lease for an additional twenty-five (25) years, Lessee must file with Lessor written notice of Lessee's intent to renew said lease. The notice to renew must be filed on or before the expiration of the forty (40) year primary term. In the event of the failure of the Lessee to exercise his right to re-lease the Property at such time, any holder of a valid first deed of trust upon the leased premises shall have a prior right to re-lease the premises at an annual rental based on appraised value, said lease to be substantially in the same form as this lease.

At the expiration of the primary term, for continued easement rights, Lessee shall execute a new lease and pay adequate compensation to the Lessor, as determined by Lessor under applicable law in effect at that time.

2. **Annual Rent.** Lessee covenants and agrees to pay or cause to be paid to Lessor a lump sum payment in the amount of \$1,127.00 for the first ten years of this lease. The obligation of Lessee to pay rent under this Lease Contract is unconditional, and the rent shall not be subject to set off for any reason or cause. Lessor and Lessee agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Contract is not refundable, and Lessee waives any right or claim it may have to refund of rent paid. Rents shall be paid according to the following schedule:

<u>YEAR</u>	<u>ANNUAL PAYMENT</u>
1 - 10	\$ 1,127.00 Lump Sum Payment for Years 1-10
11-20	\$ As Adjusted Pursuant to Paragraph 3
21-30	\$ As Adjusted Pursuant to Paragraph 3
31-40	\$ As Adjusted Pursuant to Paragraph 3

In the event Lessee is delinquent in the payment of rent, Lessee shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than thirty (30) days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, than a rate equal to five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District in which Lessor is located, calculated according to actuarial method. Failure of Lessee to pay the annual rentals listed above shall constitute a breach of this Lease Contract.

3. Rent Adjustment Procedure.

A. Prior to the tenth (10th), twentieth (20th) and thirtieth (30th) anniversary dates of the commencement of this Lease, Lessor shall have a reappraisal made of the subject property and a re-determination of a reasonable annual rental for the property. Lessor shall, six months before or six months after any such date, cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount. The reappraisal shall be made pursuant to the terms of § 29-3-65 Miss. Code Ann. (1972), or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. Lessor shall use its best efforts to cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount within six months before expiration of the primary term. In the event Lessor shall fail to instigate reappraisal within the six months preceding any rent adjustment date, Lessor shall not be deemed to have waived this provision requiring rent adjustment, and in such event (at any time after a rent adjustment date) Lessor may proceed to have the Leased Premises reappraised and an adjusted rent determined for any such readjustment period. The adjusted rent shall be effective on the required adjustment date and Lessee shall pay any deficiency to Lessor within fifteen (15) days of the determination of the adjusted rent. The reappraisal shall establish the fair market value of the Leased Premises and establish a reasonable current percentage of income on real estate investments for the purposes of determining annual fair market rental. Such percentage shall be no less than the minimum acceptable percentage provided by statute then in effect. Unless altered by the procedures described below, the amount of rent so determined as of each rental adjustment date shall be paid until the next rental adjustment date or for the balance of the lease as the case may be. The appraisal process described in this subparagraph may be referred to hereafter as the Statutory Procedure. The cost of the reappraisal shall be borne by Lessee, using an appraiser selected by Lessor.

The Lessor shall notify Lessee of the reappraisal in writing a minimum of ninety (90) days prior to said dates. The reappraisal shall establish the fair market value of the property and the fair return on value for rent. Buildings and other improvements on the property, which are not owned by Lessor shall be excluded from the reappraisal evaluation. The amount of the annual rental so determined as of the tenth (10th) anniversary date shall be paid annually for the next succeeding ten (10) years; the annual rental so determined as of the twentieth (20th) anniversary date shall be paid annually for the next succeeding ten (10) years; and the annual

rental so determined as of the thirtieth (30th) anniversary date shall be paid annually for the balance of the Lease term.

i) Any adjustments of annual rental determined by the above-mentioned statutory appraisal procedure shall be binding upon the Lessor and Lessee.

ii) The annual rental on any adjustment date shall not be reduced below the amount established upon the initial date of this Lease except upon determination by the Statutory Procedure.

B. Should the Statutory Procedure described in subparagraph (A) above result in an increase over the amount previously due, Lessee, by notice in writing given to the Lessor within fifteen (15) days after receiving notice of the increase, shall have the right to elect an alternate method of determining the current fair market rental value of the Leased Premises (the "Alternate Procedure") as follows:

(i) Lessee may provide an appraisal by an appraiser having the qualifications hereafter described giving an opinion of current fair market annual rental value based on the fair market value of the land and a reasonable percentage of return on comparable land investments as of the rental adjustment date. The written report of Lessee's appraiser shall be delivered to Lessor within 45 days after the date on which Lessor gave notice of an increase in rent under the Statutory Procedure. UPON FAILURE TO PROVIDE AN ALTERNATE APPRAISAL WITHIN THE TIME ALLOWED, LESSEE SHALL FORFEIT THE RIGHT TO PURSUE THE ALTERNATE PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.

(ii) The appraiser appointed by Lessee and the appraiser previously appointed by Lessor under the Statutory Procedure shall make a good faith effort to reconcile their differences. If they have been unable to do so within 10 days after delivery of the report of Lessee's appraiser, the two appraisers, within such 10-day period, shall each submit the names of three appraisers having the qualifications hereinafter described who practice in Mississippi to serve as a review appraiser, and they shall select the review appraiser from names in common on the two lists. If there is no name in common on the two lists, or if the person selected shall decline to serve, then each appraiser shall submit another list of three names of persons meeting the same criteria.

(iii) The review appraiser shall review and analyze the two appraisal reports, and, if needed, inspect the land, consult with the two appraisers, review their assumptions and source informational and request corrections, revisions and additions to the appraisal reports. The review appraiser may also consider relevant information from his own files, conduct such independent investigation as he deems appropriate and may consider comparable transactions which occurred after the rental adjustment date.

(iv) The review appraiser shall report his opinion of annual fair market rent and such amount shall be accepted by Lessor and Lessee as the current fair market rental value of the Leased Premises.

C. If Lessee requests the Alternate Procedure, Lessee shall pay all fees and expenses of Lessee's appraiser, the review appraiser and any additional charges of Lessor's appraiser. The review appraiser, however, shall perform his duties in an independent and impartial manner irrespective of the source of payment of his fees and expenses.

D. The annual rentals on any adjustment date shall not be reduced below the amount established upon the initial date of this lease except upon determination by the Statutory Procedure.

E. The amount of rent determined in the above manner shall be remitted on or before the rental adjustment date, or, if the rental adjustment procedures are concluded after such date, then promptly upon conclusion of these rental adjustment procedures effective as of the rental adjustment date.

F. The rent adjustment procedures will not delay the due date of rent at the existing annual rate and will not affect Lessor's right to declare a default if rent is not timely paid.

G. Lessee's appraiser and the review appraiser must be members of the same organization of appraisers as Lessor's appraiser, or an organization having higher requirements for admission, and must have the same or higher designation (such as, for example, Member, Appraisal Institute). If Lessors's appraiser belongs to more than one organization, the other appraisers must belong to the organization having the highest standards and qualifications for membership. If the organization has multiple designations for appraisers, the review appraiser and the Lessee's appraiser must hold the same or a higher designation as held by Lessor's appraiser.

4. **Taxes.** Lessee covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the Leased Premises and Lessee's interest therein; Lessee covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease or any other fees so determined by law. All payments for general and special taxes and assessments shall be made directly to the governmental authority responsible for collecting such taxes and assessments. During the final year of the lease term, Lessor or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments, including drainage taxes, in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from Lessee under this lease, then Lessee agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments. Lessee's failure to pay said taxes, as and when due, shall constitute a breach of this Lease Contract and shall entitle Lessor to terminate this lease.

5. **Default.** The parties herein expressly agree that if default shall be made in the payment of any general or special tax or assessment or rent due, made pursuant to this Lease Contract, then and in any event of default, it shall be lawful for Lessor to enter upon the Leased Premises, or any part thereof, after Lessor has provided sixty (60) days prior written notice to Lessee and upon Lessee's failure to cure such default within said sixty (60)

days, either with or without the process of law, to reenter and repossess the same, and to distrain from any rent or assessment that may be due thereon, at the election of Lessor, but nothing herein is to be construed to mean that Lessor is not permitted to hold Lessee liable for any unpaid rent or assessment to that time. As to all other conditions, covenants, and obligations imposed on Lessee herein, enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate said conditions, covenants, and obligations to restrain violation and recover damages, if any, including reasonable expenses of litigation including, but not limited to, fees charged by attorneys, expert witnesses, surveyors and appraisers, which Lessee expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after sixty (60) days written notice. Enforcement proceedings shall include the right of the Tax Collector to recover any tax, assessment, fees and costs. Invalidation of any provision(s) of this Lease by judgment or court order shall in no way affect any of the remaining provisions which shall remain in full force and effect.

6. **Remedies.** In the event of any forfeiture, default, or cancellation of this Lease or termination of the term therefore aforesaid, Lessee shall quit, deliver up and surrender possession of the Leased Premises, and all Lessor-owned structures and improvements thereon to the said Lessor, and thereupon this Lease and all agreements and covenants on Lessor's behalf to be performed and kept, shall cease, terminate, and be utterly void, the same as if the Lease had not been made. At Lessor's option, Lessee shall be required to remove all Lessee-owned improvements. In addition thereto, Lessor shall be entitled to whatever remedies it may have at law or equity for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of Lessee's non-fulfillment or non-performance of the terms and conditions of this Lease, including costs for removing Lessee-owned improvements.

Immediately upon the termination of this Lease, whether for forfeiture, default or cancellation, Lessor shall be entitled to take possession of the Leased Premises and all Lessor-owned improvements thereon absolutely, notwithstanding custom, usage, or law to the contrary. Any removal of property from the Leased Premises shall be accomplished so as to leave the Leased Premises in a condition satisfactory to Lessor. Lessee shall remove all of Lessee's property within one hundred and eighty (180) days of the said event. Lessee shall be subject to the accrual of rent during said one hundred and eighty (180) days.

7. **Curing Default.** Notwithstanding any provision of this Lease to the contrary, any present or future holder of a mortgage or a deed of trust representing money loaned on these facilities, shall have the right of a thirty (30) day notice of default within which to cure any default which may be cured by the payment of money. In addition, for any other default for which a forfeiture of said Lease may be invoked, such holder of such mortgage or deed of trust shall be entitled to a notice in writing of the claimed default and shall have a reasonable time, which shall not be less than sixty (60) days, either to require the correction of such default or in lieu thereof, to protect itself through the exercise of a power of sale and thereby acquire a leasehold in the Leased Premises and correct such default. Lessee hereby covenants and agrees to notify Lessor of the existence of all such mortgages, deeds of trust, or other secured encumbrances, and that, in the absence of such notice, Lessor has no obligation whatever to notify any such holder of said encumbrance.

Any recorded mortgage or deed of trust may provide that any default by the Lessee/Mortgagor concerning this Lease shall likewise be a default of such mortgage or deed of trust, but failure to indicate such provisions in any mortgage or deed of trust shall

not affect the validity or propriety thereof nor diminish the protection extended to the holder of such mortgage or deed of trust or the indebtedness secured thereby.

8. **Assignment.** Provided Lessee is not in breach of this Lease, Lessee may, upon payment of a \$200.00 transfer fee to Lessor, shall have the full right and authority to lease, sell, assign, transfer and/or convey to others this lease in whole and to encumber the same. However, any lease, sale, assignment, transfer or conveyance shall be subject to the prior written consent of Lessor which shall not be unreasonably withheld, and to the required consent and additional requirements, if any, of the Secretary of the State of Mississippi or other applicable government officials. The Lessor agrees to execute such documents as reasonably may be requested by any lender or other assignee to evidence and acknowledge the effectiveness of any such assignment.

9. **Regulatory Compliance.** Lessee shall comply with all applicable laws, rules, and regulations concerning Lessee's use of the property and/or obligations under this Lease. This obligation shall include, but not be limited to, compliance with federal, state and local environmental regulations concerning the air, water and soil, endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. In the event of contamination of the air, water or soils arising out of any Lessee use, Lessee shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease. Notwithstanding the requirements of this paragraph, Lessee:

A. Will not sue, generate, manufacture, produce, store, release, discharge, or dispose of, on, under or about the Leased Premises or transport to or from the Leased Premises any hazardous substance or pollutant (as either may be defined by an present or future laws or regulations of any governmental authority or by an administrative or judicial decisions) or any solid wastes and will not allow any other person to do so.

B. Shall keep and maintain the Leased Premises in compliance with, and shall not cause or permit the Leased Premises to be in violation of, any environmental laws or regulations nor any laws or regulations pertaining to the disposal of solid, liquid, or gaseous wastes, both hazardous and non-hazardous.

C. Shall give prompt written notice to Lessor and the Secretary of State of:
(i) Any proceeding or inquiry by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the Leased Premises or the migration thereof from or to other property;
(ii) All claims made or threatened by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the Leased Premises or the migration thereof from or to other property.
(iii) Lessee's discovery of any occurrence or condition that would cause the Leased Premises to be subject to any restrictions on the ownership, occupancy, transferability or use of the Leased Premises under any environmental or solid waste disposal law, regulation, ordinance or ruling.

10. **Environmental Accidents.** Lessee shall immediately furnish written notice of all spills, leaks, accidents or similar matters on the premises to Lessor and the Secretary of State at the addresses provided in this instrument. Lessee shall also furnish Lessor and the Secretary of State a copy of all filings, including but not limited to, environmental issues, required bylaws, rules or regulations arising out of any spills, leaks, accidents, or other matters related to the use and occupation of the premises by Lessee. Nothing in this

paragraph shall place any duty of cleanup or remediation of property upon Lessor, with those duties belonging exclusively to Lessee. Lessee shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease Contract.

11. **Breach of Lease.** If Lessee breaches any of the provisions of this Lease and fails to cure the same after sixty (60) days written notice from the Lessor, then Lessee, in addition to any other damages for which it may be responsible, shall pay Lessor, its reasonable costs and expenses in enforcing the Lease, including but not limited to, fees charged by attorneys, expert witnesses, surveyors and appraisers..

12. **Notices.** All notices specified by this instrument shall be in writing and sent by registered or certified mail, postage prepaid, to the following address or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either party may change the persons or addresses to who notice shall be sent.

To Lessor: 16th Section Land Manager
Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

To Secretary of State: Mississippi Secretary of State's Office
ATTN: 16th Section Lands
P.O. Box 136
Jackson, MS 39205-0136
Telephone: 601-359-1350
Facsimile: 601-359-1461

To Lessee: Telepak Networks, Inc., d/b/a C-Spire
ATTN: Mr. Steve Case
Contracts and Permits Administrator
1018 Highland Colony Parkway, Suite 400
Ridgeland, MS 39157
Telephone: 601-487-5619; and

Telepak, Networks, Inc., d/b/a C-Spire
ATTN: General Counsel
1018 Highland Colony Parkway, Suite 700
Ridgeland, MS 39157

13. **Indemnification.** To the extent allowable under Mississippi law, Lessee shall protect, indemnify, defend, save, and hold harmless Lessor, the Secretary of State and the State of Mississippi, its officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to, all court costs and attorney fees and all personal injury or death and/or damage to any person or entity including, but not limited to, Lessor and its property or other loss arising out of any alleged noncompliance with laws or caused by Lessee's exercise of its rights under this Lease

and/or resulting from the actions or omission of Lessee in connection with its presence on or any use of the Leased Premises by Lessee, its officers, agents, subcontractors, employees or invitees. Provided, however, it is understood that the indemnity provided by Lessee as described in this paragraph shall not extend to intentional or negligent acts of Lessor, its officers or agents. In the event the intentional or negligent acts of Lessor, its officers or agents, are not the direct or sole proximate cause for one hundred percent (100%) of the loss of claim, Lessee shall be responsible to fulfill its obligations under this paragraph for the percentage of liability not attributable to Lessor, its officers or agents.

14. **Mortgage Transactions.** The preceding restrictions on assignments of this lease shall not apply to, and no prior approval of Lessor shall be required for: (i) a mortgage of the leasehold estate; (ii) a foreclosure or an assignment of the leasehold estate to the mortgagee in lieu of foreclosure; or (iii) a transfer by a mortgagee who has acquired the leasehold estate and such transfer occurs within a reasonable period of time commensurate with liquidation of the asset. However, any person acquiring the leasehold estate by any of the above means shall be obligated, within ten (10) days thereafter, to provide Lessor with a copy of the recorded assignment. No mortgagee shall be deemed to have assumed, and no mortgagee shall be personally obligated to perform any of Lessee's obligations under this lease which accrued prior to acquisition of the leasehold estate, provided that this limitation on personal liability shall not diminish the rights and remedies otherwise available to Lessor in the event of a default nor the right of a mortgagee to cure defaults as herein provided. A mortgagee, having acquired the leasehold estate through foreclosure or assignment in lieu of foreclosure, shall be liable for performance of all obligations of Lessee which accrue during the period the mortgagee has ownership of the leasehold estate, and any rent payment which becomes due during such period shall be paid in full and not pro-rated. Nothing contained in this Lease Contract or in any mortgage shall release Lessee from the full and faithful performance of Lessee's obligations under this Lease Contract or from any liability for non-performance or constitute a waiver of any right of Lessor against Lessee. The term "mortgage" as used in this paragraph means any mortgage, deed of trust, collateral assignment or other transfer or pledge of this lease as security for an indebtedness of Lessee; and the term "mortgagee" means the holder of the indebtedness to whom or for whose benefit this Lease Contract has been mortgaged or pledged as security.

Notwithstanding any provision of this Lease Contract to the contrary, in the event of a default and foreclosure of a mortgage or deed of trust representing money loaned on the hereinbefore described property or the receipt of a transfer in lieu thereof, the purchaser at such foreclosure or the recipient of a transfer in lieu thereof, will receive all the rights and privileges of a lessee and likewise assume all responsibilities of a lessee as if such purchaser or transferee had initially been a lessee under this Lease Contract.

15. **Waste.** The Lessee shall be responsible for any damage that may be caused to Lessor's property by the activities of the Lessee under this Lease, and shall exercise due diligence in the protection of all improvements, timber and other property of Lessor, which may be located on the Lease Premises or in the vicinity thereof, against fire or damage from any and all other causes. Lessee shall further comply with all applicable laws, rules and regulations concerning Lessee's use of the property and/or obligations under this Lease. This obligation shall include, but not be limited to, compliance with federal, state and local environmental endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. If the Lessee shall commit, cause to be committed, or permit the commission of any act of waste on the leased premises, then this lease shall thereupon cease and terminate and shall thenceforth be null and void, and the Lessee shall

be and remain liable to Lessor for any and all waste and damages to the land permitted, done, or in any way caused by the Lessee. In the event of contamination of soils, air or water arising out of any Lessee use,

16. **Quiet Possession.** Lessee shall have quiet and peaceful possession of the Leased Premises as long as compliance is made with terms of this Lease.

17. **Bankruptcy or Judgments.** Lessee hereby covenants and agrees that if an execution or process is levied upon the Leased Premises or if a petition of bankruptcy be filed by or against Lessee in any court of competent jurisdiction, Lessor shall have the right, at its option, to cancel this Lease. Lessee further covenants and agrees that this Lease and the interest of Lessee hereunder shall not, without the written consent of Lessor first obtained, be subject to garnishment or sale under execution or otherwise in any suit or proceeding which may be brought against said Lessee.

18. **Condemnation.** If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for Lessee's normal business activity, should be condemned for any public use or conveyed under threat of condemnation, then this Lease shall terminate on the date possession is acquired by the condemning authority, and rent shall be apportioned as of that date. All compensation awarded or paid upon such total or partial taking of the Leased Premises shall belong to Lessor without participation by Lessee, except to the extent the award fairly represents the value of improvements which are the property of the Lessee. It is provided, however, that nothing herein shall preclude Lessee from prosecuting any claim directly against the condemning authority for loss of business, cost of relocation or any other amounts to which a tenant may be entitled, provided that no such claim shall diminish or otherwise adversely affect the amount of Lessor's award.

19. **Classification/Use.** The lands herein have been classified as Other in accordance with Miss. Code Ann. §29-3-31 et seq., as amended. Lessor warrants that the Leased Premises shall be permitted to be used for an underground fiber optics line for the duration of the term. This warranty does not apply to any change in use which may be required by governmental authority or other means beyond the control of Lessor.

Lessee may construct, maintain, operate and repair all appliances, appurtenances, fixtures and equipment deemed by Lessee to be necessary or desirable in connection only with the operation of said underground fiber optics line on, over, across, along, under and through the subject property.

Lessee shall have the full and continuing right to clear and keep clear vegetation within or growing into said Easement and the further right to remove or modify, from time to time, trees, limbs, and/or vegetation outside the said Easement, which Lessee considers a hazard to any of its facilities, or a hazard to the rendering of adequate and dependable service, by use of a variety of methods used in the vegetation management industry. Lessee shall pay to Lessor the fair market value of any timber located outside the boundaries of the Easement described herein, which is removed by Lessee pursuant to this paragraph.

Lessee shall not use the Leased Premises for any of the following purposes: (i) activities that are considered hazardous, including, but not limited to, demolition or the storage or use of dangerous substances; (ii) Any activity considered to be a nuisance; (iii) Any activity that is unlawful or immoral; (iv) The operation of a business or proprietorship

that offers adult entertainment including, but not limited to, nude or partially nude dancing or display or the sale or distribution of adult materials including, but not limited to, pornographic magazines, books, videocassettes, or computer disks; (v) Any activity which at the discretion of the Lessor and the Secretary of State is inappropriate upon Sixteenth Section Land.

It is understood and agreed that should Lessee, or its successors in interest, cease to use the property described herein to operate and maintain the underground utilities (water, sewer, or gas) lines or related appurtenances, Lessee shall, upon request of Lessor, re-convey all of the rights conveyed hereunder to Lessor and the Leased Premises shall automatically revert to the Lessor.

20. **Successors.** To the extent assignment of this Lease is allowed by the above provisions, this Lease shall be binding upon Lessee's successors and assigns.

21. **Improvements.** While this Lease continues in force and effect, Lessee shall have the unrestricted right to remove, change, alter, modify, add to or subtract from any of Lessee's fixtures on the land as the Lessee may in its sole discretion elect so to do, and the Lessor, while this Lease or any extension thereof continues in force and effect, shall have no possessory interest in any of Lessee's fixtures or improvements. If any of Lessee's improvements are removed, the Lessee shall be obligated to remove all foundations and paved areas, fill any excavations with a soil material suitable as a foundation support for further construction and generally restore the premises to a condition suitable for construction, use and occupancy by others.

It is expressly agreed by and between the parties that Lessee will not make any alteration upon the Leased Premises without the express written consent of Lessor and that Lessee will not occupy or use, nor permit to be occupied or used, the Leased Premises, for any use deemed extra-hazardous on account of fire or otherwise; nor will Lessee permit the same to be used for any immoral or unlawful purpose. Lessee also covenants and agrees to maintain the Leased Premises in a neat and orderly manner and to refrain from creating or maintaining any eyesores, unattractive nuisances, or other nuisance.

No structures or obstructions shall be placed within the Easement, including, but not limited to, house, barn, garage, shed, pond, pool or well, except fences, roadways and subsurface utilities. No buildings or other structures shall be constructed on the property adjoining the Easement in violation of the minimum clearances from the fiber optic facilities.

22. **Diligence.** The Lessee shall be responsible for any damage that may be caused to Lessor's property by the activities of the Lessee under this Lease, and shall exercise due diligence in the protection of all improvements, timber and other property of Lessor, which may be located on the lease premises or in the vicinity thereof, against fire or damage from any and all other causes.

23. **General Duties of Lessee.** Lessee agrees:

A. To comply with all laws and ordinances applicable to the use of the Leased Premises including, without limitation, laws and regulations pertaining to accessibility by handicapped persons.

B. To allow inspection of the Leased Premises during normal business hours by an persons responsible for management or supervision of the property or this Lease acting in their official capacity.

C. To perform all obligations herein expressed in a prompt fashion, without notice or demand.

D. To surrender the Leased Premises upon termination or expiration of this Lease, with improvements to be in the condition as herein specified.

E. To provide Lessor, at each Anniversary Date, written certification by Lessee or an officer of Lessee, of compliance with the provisions of this Lease.

F. To maintain the Leased Premises at all times in a clean, neat and orderly manner, free of waste materials.

24. **Reservations.** Lessor reserves title to all oil, gas, coal, lignite and other minerals, in on, or under the Leased Premises, together with the right of ingress and egress to remove the same, but not in a manner which interferes with Lessee's operations on the Leased Premises.

Lessor reserves the right to lease the Lease Premises or property for any other purpose not inconsistent with this agreement pursuant to applicable laws, rules and regulations concerning sixteenth section lands in effect at the time, including but not limited to agricultural, forestry, hunting or otherwise make use of the subject property for purposes and in a manner which will not interfere with the enjoyment or use of the rights and estate granted herein, but Lessor shall not construct, nor permit to be constructed, any houses, buildings, dams, levees, lakes, ponds, structures, or any similar or dissimilar obstructions on or over said leasehold, or any part thereof, as surveyed or finally determined hereunder that would be a violation of the minimum clearances for the fiber optics facilities as provided in the national safety code. Any use of the property for forestry purposes shall not authorize Lessor to plant or otherwise grow or manage trees or timber upon the leasehold and shall be subject to Lessee's right to clear the leasehold without the payment of additional consideration. Nothing in this paragraph shall be construed to prohibit Lessor from constructing a road or laying other utilities over and across the leasehold. Lessor shall, however, provide Lessee at least ninety (90) days written notice prior to the construction or any roads to allow Lessee to take such measures as deemed reasonable and necessary to protect the fiber optics line.

25. **Rights-of-Way.** Lessor reserves the right to grant or sell easements and rights of way on, over and across the Lease Premises for roads, highways, railroads, any other fiber optic lines or public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed in a manner so as not to interfere with Lessee's operations. This, however, is not to prevent Lessee from collecting from any utility company for any damage which may be sustained by Lessee in the construction, operation or maintenance of utilities on such right of way or easement.

26. **Recording.** Lessor will deliver this Lease to the Chancery Clerk of Madison County for recording and Lessee has herewith delivered to Lessor a check payable to such Chancery Clerk for the recording fees.

27. **Immunity.** No provision of this Lease, whether requiring Lessee to indemnify Lessor or otherwise, shall be construed as a waiver by Lessor or the Secretary of State of any provision of law related to governmental immunity.
28. **Interpretation.** The parties to this Lease acknowledge that they have freely entered into this Lease Contract and any ambiguities shall not be construed against a single party.
29. **Definition of Lessee.** It is further stipulated and agreed that wherever the word "Lessee" is used herein, it is intended and shall be deemed, to include and shall be binding upon Lessee's members, agents, servants, employees, contractees, invitees, licensees, and guests.
30. **Governing Law.** This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and venue for any actions arising from this Lease and any amendments hereto shall rest exclusively in the Chancery Court of Madison County, Mississippi.
31. **Secretary of State.** By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease by the Secretary of state indicates that the Madison County Board of Education has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.
32. **Supervisory Right.** The Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Contract in the event Lessor fails to do so in a timely manner. In the event the Secretary of State institutes legal action to enforce the terms of this Lease Contract, he shall have all rights as are conferred to Lessor.
33. **Entire Agreement.** This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Contract shall not be binding upon either party except to the extent incorporated herein.
34. **Zoning Ordinances and Restrictions.** This Lease is subject to the Town of Flora, Mississippi and County of Madison, Mississippi zoning and subdivision ordinances, which conditions shall be in full force and effect as to the property leased herein.
35. **Timber.** The parties recognize that the subject property must be cleared of all timber for Lessee to use the subject property for its purposes. After said initial cutting, Lessee shall have continuing right, exercisable at any time, and from time to time, to cut and keep the subject property clear of all trees, undergrowth, and any other natural or manmade objection that may injure or endanger any of the above-described facilities or interfere with Lessee's access to, monitoring of, or maintenance, repair, relocation for maintenance purposes, construction, and/or operation of the same, all without further compensation other than the annual rental payments specified herein.
36. **Surface Damages.** Lessee shall pay for all damages to Lessor's roads, fences, crops, timber, soils, ground eater, surface water and property or natural resources that may be suffered by Lessor by reason of the exercise of Lessee of any of the rights and privileges hereby granted, but shall not be liable for keeping the subject property clear of trees,

undergrowth, and other natural or man-made obstructions in the course of the maintenance and operation of its systems and appurtenances. Lessee shall not pollute or otherwise contaminate the land, air, water and resources of Lessor and adjacent owners shall immediately remedy any pollution or contamination, should it occur.

37. **Access.** This lease shall include, without limitation, the right of convenient ingress and egress by Lessee over and across the adjoining land of Lessor by the use of existing public roads, whether presently existing or hereafter publicly constructed and maintained, and the use thereof, reasonably necessary in connection with the construction, maintenance, operation, removal, repair, renewal, replacement, or removal of the above-described facilities on said tract. Any damage to the roadways shall be repaired by Lessee within fifteen (15) days of prior receipt of notice by Lessor. Such access shall be limited to public roadways in existence at the time access is needed. Lessor reserves the right to close or relocate roadways without notice to the Lessee. Lessee shall have the right of ingress and egress to and from said Easement across the adjoining land of the Lessor, subject to any rights of surface lease holders thereon.

IN WITNESS WHEREOF, this Lease is executed by Lessor pursuant to the Order duly entered upon its Minutes.


LESSOR:

Madison County, Mississippi Board of
Education Trustees of the Madison County
School District 16th Section School Lands
Trust

By: _____

Wayne Jimenez, President

ATTEST:


Charlotte A. Seals, Superintendent
of Education

LESSOR:

TELEPAK NETWORKS, INC., d/b/a C-SPIRE

By: _____

Alan Jones, Senior Vice President
Access and Deployment

Approved:

C. Delbert Hosemann, Secretary
of State

Reviewed and approved by the Madison County Board of Supervisors, this the
_____ day of _____, 2019.

Trey Baxter, President

ATTEST:

Ronny Lott, Clerk

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this _____ day of _____, 2019, within my jurisdiction, the within named **Trey Baxter**, who acknowledged to me that he is President of the **Madison County Board of Supervisors**, and that for and on behalf of the said Madison County Board of Supervisors, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized to so do.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

STATE OF MISSISSIPPI
COUNTY OF Rankin

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 10th day of July, 2019, within my jurisdiction, the within named **Alan Jones** who acknowledged to me that he is the Senior Vice President, Access and Deployment, of **Telepak Networks, Inc., a Mississippi corporation d/b/a C-Spire**, and that for and on behalf of the said Telepak Networks, Inc., d/b/a C-Spire, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

Linda Middlebrook
NOTARY PUBLIC

My Commission Expires

[SEAL]



STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 15 day of July, 2019, within my jurisdiction, the within named **Wayne Jimenez and Charlotte A. Seals**, who acknowledged to me that they are President and Superintendent, respectively, of the **Madison County Board of Education**, and that for and on behalf of the said Madison County Board of Education, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

Leticia H. Reeves
NOTARY PUBLIC

My Commission Expires

[SEAL]

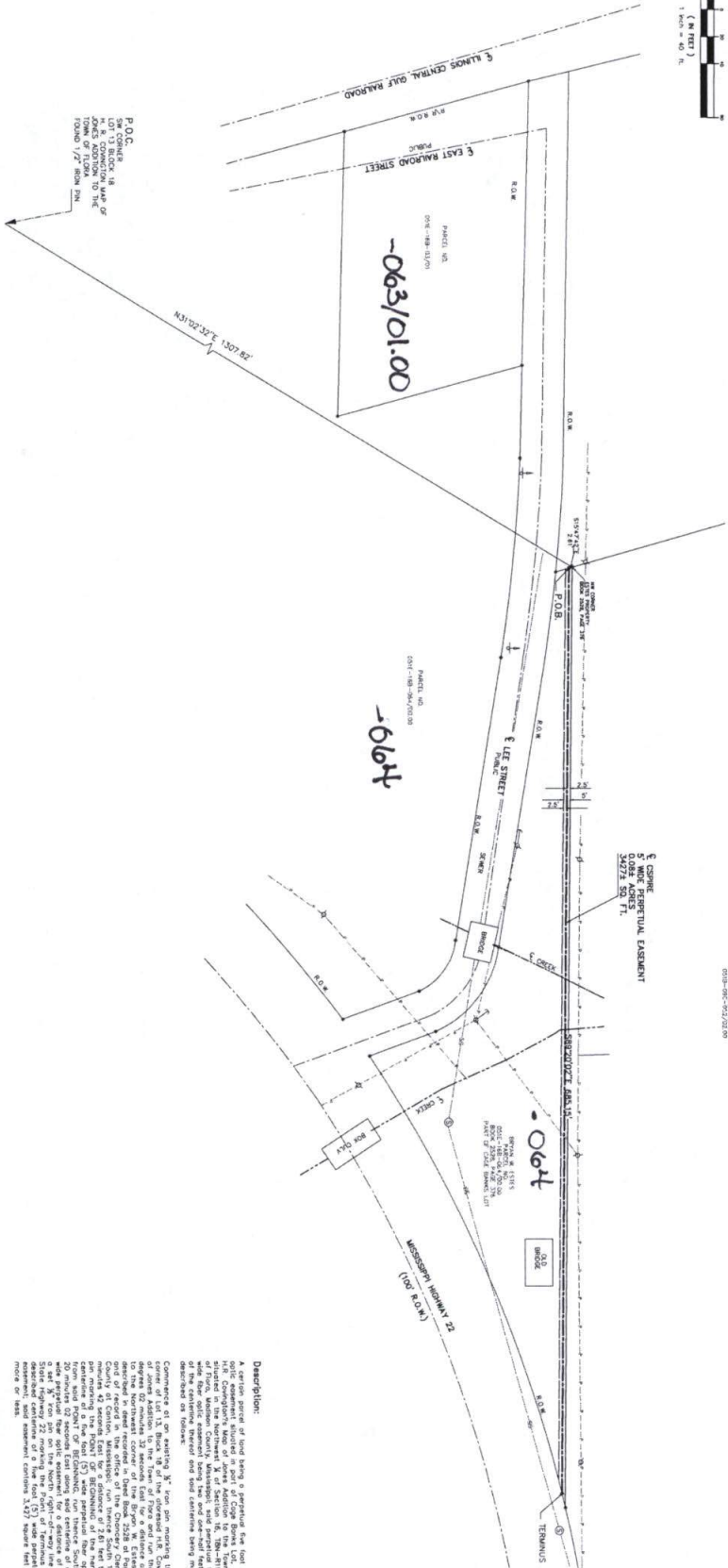
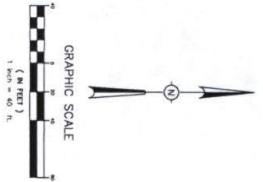


Easements\2019\#1492 Telepak Networks, Inc. d/b/a C-Spire

A certain parcel of land being a perpetual five foot (5') wide fiber optic easement situated in part of Cage Banks Lot, Town of Flora, H.R. Covington's Map of Jones Addition to the Town of Flora and situated in the Northwest $\frac{1}{4}$ of Section 16, T8N-R1W in the Town of Flora, Madison County, Mississippi; said perpetual five foot (5') wide fiber optic easement being two and one-half feet left and right of the centerline thereof and said centerline being more particularly described as follows:

Commence at an existing $\frac{1}{2}$ " iron pin marking the Southwest corner of Lot 13, Block 18 of the aforesaid H.R. Covington's Map of Jones Addition to the Town of Flora and run thence North 31 degrees 27 minutes 25 seconds East for a distance of 1,299.00 feet to an existing $\frac{1}{2}$ " iron pin marking the Southwest corner of the Bryan W. Estes property as described in deed recorded in Deed Book 2528 at Page 376, on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi; run thence South 84 degrees 04 minutes 20 seconds East for a distance of 2.69 feet to a set $\frac{1}{2}$ " iron pin marking the POINT OF BEGINNING of the herein described centerline of a five foot (5') wide perpetual fiber optic easement; from said POINT OF BEGINNING, run thence North 15 degrees 47 minutes 42 seconds West along said centerline of a five foot (5') wide perpetual fiber optic easement for a distance of 10.54 feet to a set $\frac{1}{2}$ " iron pin; run thence South 89 degrees 20 minutes 02 seconds East along said centerline of a five foot (5') wide perpetual fiber optic easement for a distance of 682.55 feet to a set $\frac{1}{2}$ " iron pin on the North right-of-way line of Mississippi State Highway 22 marking the Point of Terminus of the herein described centerline of a five foot (5') wide perpetual fiber optic easement; said easement contains 3,467 square feet or 0.08 acres, more or less.

Exhibit "A"



PRELIMINARY

FOR CLIENT REVIEW ONLY

- LEGEND**
- POWER POLE
 - SEWER MAIN
 - SANITARY SEWER
 - SET 1/2" IRON PIN
 - FIBER OPTIC CABLE SIGN
 - COY WALK

NOTES:
 THIS PARCEL OF LAND MAY BE SUBJECT TO THE FOLLOWING:
 1. ANY RECORDED, UNRECORDED, OR MISHENDED INSTRUMENTS WHICH WOULD BE DISCLOSED BY A COMPETENT TITLE EXAMINER;
 2. ENCUMBRANCES DERIVED FROM G.P.S. (GRID) ORIENTATION;
 3. SURVEY CLASSIFICATION "B".

Description:
 A certain parcel of land being a portion of the lot (57) with the title...

H D LANG AND ASSOCIATES, INC.
 POST OFFICE BOX 16085
 JACKSON, MISSISSIPPI 39236
 601-362-4866

CLIENT
 5' FIBER OPTIC EASEMENT SURVEY
 FOR
CSPIRE

LOCATION
 PART OF CASE BANKS LOT 7 TOWN OF FLORA
 H.R. CO. TO THE NORTHWEST 1/4 SECTION 16,
 TOWN OF FLORA, WASHINGTON COUNTY, MISSISSIPPI

DATE	REVISION

BY: **DRAWN BY: D.F.G.**
 DATE: 05-16-19
 SCALE: 1" = 40'
 PROJECT NO.: 19-033

Exhibit "B"

INDEXING: 4.42± acres in the NE1/4 NW1/4 and SE1/4 NW1/4, Section 16, Township 8 North, Range 1 West, Town of Flora, Madison County, Mississippi; and part of Lot 1, Jones East Addition, Town of Flora, Madison County, Mississippi (Parcel #051E-16B-198 and Parcel #051E-16B-199 totaling 4.472± acres)

LESSOR:

Madison County, Mississippi Board
of Education Trustees of The Madison
County School District 16th Section
School Lands Trust
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

LESSEE:

Magnolia Laundry Services, LLC
ATTN: Bryan W. Estes
P.O. Box 256
Flora, MS 39071
Telephone: 769-233-4006

PREPARED BY:

Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

**FOURTH AMENDMENT TO 16TH SECTION OTHER
PROPERTY LEASE CONTRACT**

WHEREAS, by instrument dated June 14, 1999, the **MADISON COUNTY, MISSISSIPPI, BOARD OF EDUCATION TRUSTEES** of the **MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST** (hereinafter called "Lessor"), granted a Renegotiated Sixteenth Section Property

Lease to **MAGNOLIA LAUNDRY SERVICES, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY** (hereinafter called "Lessee"), by document recorded in Book 446 at Page 777 in the office of the Chancery Clerk of Madison County, Mississippi (hereinafter the "Lease Contract"), which Lease Contract was amended by documents in Book 2461 at Page 399, Book 2673 at Page 366 and Book 3102 at Page 695 in the office of the hereinbefore mentioned Chancery Clerk, regarding the following described property, to wit:

The legal description is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, said Lease Contract has a lease term beginning on the 26th day of July, 1999 and ending on the 25th day of July, 2039; and,

WHEREAS, said Lease Contract requires annual rental payments in the amount of Three Thousand Three Hundred Eighty Four and no/100 Dollars (\$3,384.00), on or before July 26th each year beginning with the July 26, 2009 payment; and

WHEREAS, lease payments have been received by Lessor in said amount for each year through 2018; and

WHEREAS, said Lease Contract, pursuant to paragraph 3, subparagraph A, states that the subject property should be reappraised prior to the tenth and twentieth and thirtieth anniversary dates of the commencement of the Lease Contract; and,

WHEREAS, the tenth anniversary date is July 26, 2019; and

WHEREAS, the subject property has been reappraised setting a new annual

lease payment pursuant to paragraph 3, subparagraph A, of the Lease Contract.

THEREFORE, paragraph 2 of the Lease Contract should be amended to read as follows:

2. Lessee covenants and agrees to pay or cause to be paid to Lessor annually, on or before July 26th of each year during the term hereof, beginning with July 26, 2019 payment, annual rentals in advance in the amount of Four Thousand Five Hundred Sixty and no/100 Dollars (\$4,560.00), subject to the rent adjustment clause included herein.

Failure of Lessee to pay the annual rentals listed above shall constitute a breach of this lease agreement.

The Lease Contract will remain in full force and effect as to all other provisions contained therein.

WITNESS MY HAND this the 15 day of July, 2019.

LESSOR:

**MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION**

By: _____

Wayne Jimenez, President

ATTEST:

Charlotte A. Seals
Charlotte A. Seals, Madison County
Superintendent Of Education

LESSEE:

**MAGNOLIA LAUNDRY SERVICES, LLC,
A Mississippi Limited Liability Company**

By: _____

Bryan W. Estes, Manager

Reviewed and approved by the Madison County Board of Supervisors, this the
___ day of _____, 2019.

Trey Baxter, President

ATTEST:

Ronny Lott, Clerk

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ___ day of _____, 2019, within my jurisdiction, the within named **Trey Baxter** who acknowledged to me that he/she is President of the **Madison County Board of Supervisors**, and that for and on behalf of the said Madison County Board of Supervisors, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 15 day of July, 2019, within my jurisdiction, the within named **Wayne Jimenez** and **Charlotte A. Seals**, who acknowledged to me that they are President and Superintendent, respectively, of the **Madison County Board of Education**, and that for and on behalf of the said Madison County Board of Education, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

Letitia H. Reeves
NOTARY PUBLIC



My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 5 day of July, 2019, within my jurisdiction, the within named **Bryan W. Estes**, who acknowledged to me that he is the Manager of **Magnolia Laundry Services, LLC, a Mississippi limited liability company**, and that for and on behalf of the said Magnolia Laundry Services, LLC, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do..

[Signature]
NOTARY PUBLIC

My Commission Expires: _____



Anendments 2019/#127 Amendment to Magnolia Laundry Lease re Annual Rental

CERTIFICATE OF SURVEY

THIS IS TO CERTIFY THAT, H D Lang and Associates, Inc. of the City of Jackson, Mississippi, has this day completed a survey of the standing in the name of Madison County Schools
Located at East Main Street and Camilla Lane, in the
Town of Flora aforesaid, being futher described as follows, to-wit:

A certain parcel of land being situated in the Northwest ¼ of Section 16, T8N-R1W, Town of Flora, Madison County, Mississippi, and being more particularly described as follows:

Begin at a set iron pin marking the Northeast corner of Lot 1, Jones East Addition to the Town of Flora, a subdivision according to the map or plat thereof, on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi and run thence South 73 degrees 03 minutes 54 seconds West along the North line of said Lot 1 for a distance of 73.91 feet to a set iron pin on the East right-of-way line of East Main Street; run thence along said East right-of-way line of East Main Street the following bearings and distances: North 27 degrees 31 minutes 48 seconds East for a distance of 79.00 feet to a set iron pin; North 23 degrees 25 minutes 08 seconds East for a distance of 330.15 feet to a set iron pin; North 28 degrees 12 minutes 34 seconds East for a distance of 15.49 feet to a set iron pin; leaving said East right-of-way line of East Main Street, run thence South 21 degrees 00 minutes 00 seconds East for a distance of 101.38 feet to a set iron pin; run thence East for a distance of 126.00 feet to a set iron pin; run thence South 15 degrees 23 minutes 12 seconds East for a distance of 552.00 feet to a set iron pin; run thence South 84 degrees 21 minutes 07 seconds West for a distance of 100.00 feet to a set iron pin; run thence South 15 degrees 23 minutes 12 seconds East for a distance of 101.46 feet to a set iron pin on the North right-of-way line of Camilla Lane; run thence South 84 degrees 21 minutes 07 seconds West along said North right-of-way

AND I ALSO CERTIFY, that there are no encroachments by the buildings of the adjacent property owners upon the surveyed premises.

AND I FURTHER CERTIFY that all the buildings and improvements of the above owner are within the boundaries of the above property of which the said owner is now in possession, subject to the exceptions shown below, if any, and that the plat hereto attached is a correct representation of the conditions as they exist on this date.

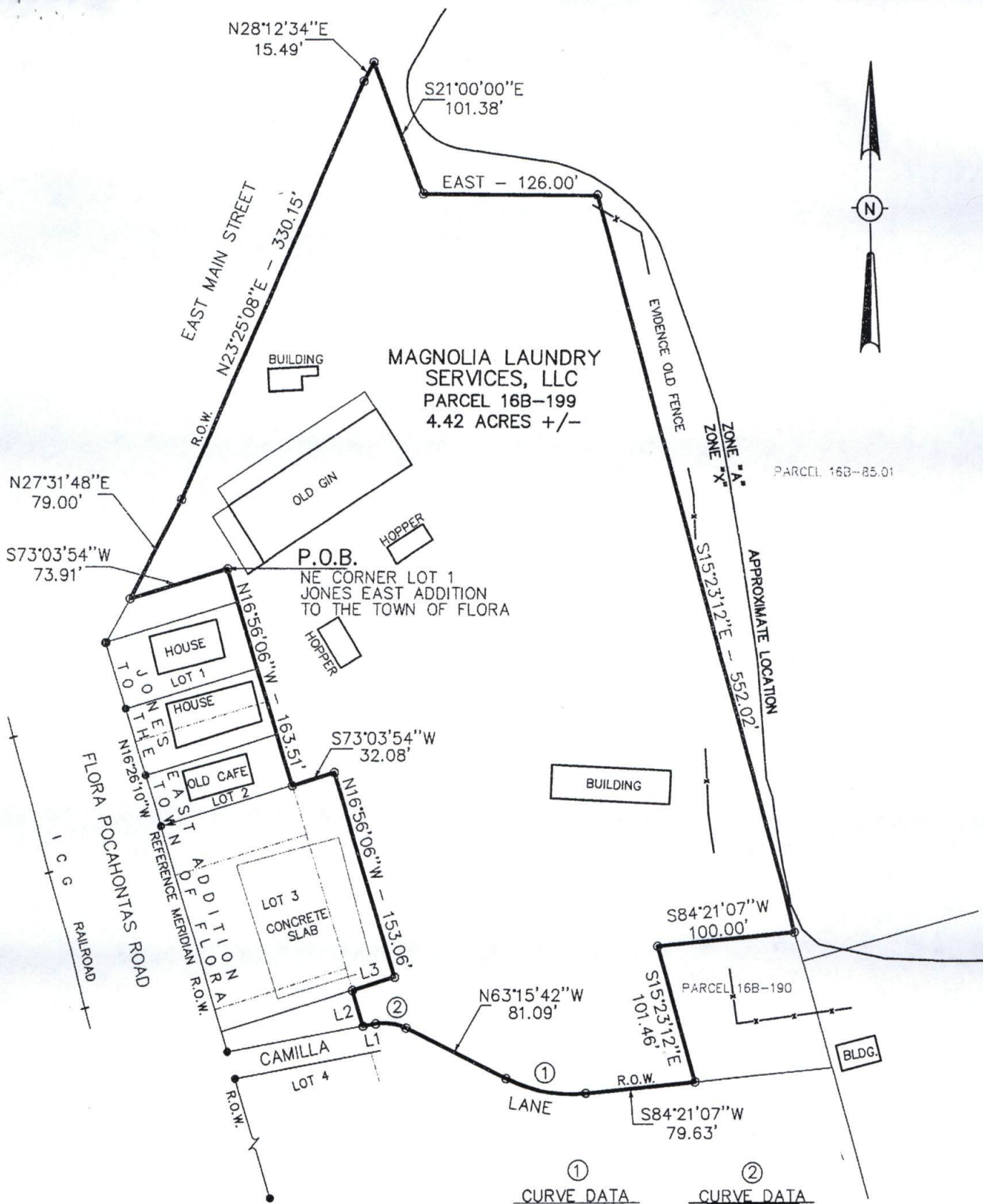
Witness my signature this the 11th day of October, 2009.

H D LANG AND ASSOCIATES, INC.

By Don F. Garner, PS

Exhibit "A"
Page 1 of 5

line of Camilla Lane for a distance of 79.63 feet to a set iron pin marking the Point of Curvature of a 54.5675 degree curve bearing to the right having a central angle of 32 degrees 23 minutes 11 seconds and a radius of 105.00 feet; run thence along said North right-of-way line of Camilla Lane and along the arc of said curve an arc length of 59.35 feet to a set iron pin marking the Point of Tangency of said curve; said curve having a chord bearing of North 79 degrees 27 minutes 17 seconds West and a chord distance of 58.56 feet; run thence North 63 degrees 15 minutes 42 seconds West along said North right-of-way line of Camilla Lane for a distance of 81.09 feet to a set iron pin marking the Point of Curvature of a 163.7022 degree curve bearing to the left having a central angle of 37 degrees 02 minutes 15 seconds and a radius of 35.00 feet; run thence along said North right-of-way line of Camilla Lane and along the arc of said curve an arc length of 22.62 feet to a set iron pin marking the Point of Tangency of said curve; said curve having a chord bearing of North 81 degrees 46 minutes 49 seconds West and a chord distance of 22.23 feet; run thence South 79 degrees 42 minutes 03 seconds West along said North right-of-way line of Camilla Lane for a distance of 9.42 feet to a set iron pin; leaving said North right-of-way line of Camilla Lane, run thence North 16 degrees 56 minutes 06 seconds West for a distance of 26.87 feet to a set iron pin; run thence North 73 degrees 03 minutes 54 seconds East for a distance of 32.08 feet to a set iron pin; run thence North 16 degrees 56 minutes 06 seconds West for a distance of 153.06 feet to a set iron pin; run thence South 73 degrees 03 minutes 54 seconds West for a distance of 32.08 feet to a set iron pin; run thence North 16 degrees 56 minutes 06 seconds West for a distance of 163.51 feet to the POINT OF BEGINNING, containing 4.42 acres, more or less.



L1 - S79°42'03"W - 9.42'
 L2 - N16°56'06"W - 26.87'
 L3 - N73°03'54"E - 32.08'

①	②
<u>CURVE DATA</u>	<u>CURVE DATA</u>
D = 54.5675'	D = 163.7022'
R = 105.00'	R = 35.00'
L = 59.35'	L = 22.62'
Δ = 32°23'11"	Δ = 37°02'15"
CB = N79°27'17"W	CB = N81°46'49"W
CHORD = 58.56'	CHORD = 22.23'

- NOTES:**
 THIS PARCEL OF LAND MAY BE SUBJECT TO THE FOLLOWING:
1. ANY RECORDED, UNRECORDED, OR MISINDEXED INSTRUMENTS WHICH WOULD BE DISCLOSED BY A COMPETENT TITLE EXAMINATION OF SUBJECT PROPERTY.
 2. NORTH DERIVED FROM RECORDED DEEDS AND PLATS, REFERENCED TO THE EAST R.O.W. LINE OF FLORA POCAHONTAS ROAD.
 3. SURVEY CLASSIFICATION "B"
 4. ○ INDICATES SET IRON PIN, ● INDICATES FOUND IRON PIN.
 5. THIS PROPERTY LIES IN ZONE "X" AND ZONE "A" ACCORDING TO F.I.R.M. 280B9C0370 F, DATED 03-17-2010.



**PLAT OF SURVEY
 FOR
 MADISON COUNTY SCHOOLS**

MAGNOLIA LAUNDRY SERVICES, LLC
 PARCEL 16B-199
 SITUATED IN THE NW 1/4 OF SECTION 16, T8N-R1W
 TOWN OF FLORA
 MADISON COUNTY, MISSISSIPPI

H D LANG AND ASSOCIATES, INC.
 ENGINEERS / LAND SURVEYORS
 POST OFFICE BOX 16085
 JACKSON, MISSISSIPPI 39236-6085
 (601) 362-4886

JOB NO. 98-055
 SCALE: 1" = 100'
 11-10-09

*Exhibit "A"
 Page 3 of 5*

CERTIFICATE OF SURVEY

THIS IS TO CERTIFY THAT, H D Lang and Associates, Inc. of the City of Jackson, Mississippi, has this day completed a survey of the standing in the name of Madison County Schools

Located at East Main Street, in the Town of Flora aforesaid, being further described as follows, to-wit:

A certain parcel of land being part of Lot 1, Jones East Addition to the Town of Flora, Mississippi, being situated in the Northwest ¼ of Section 16, T8N-R1W, Town of Flora, Madison County, Mississippi, and being more particularly described as follows:

Begin at a set iron pin marking the Northeast corner of the aforesaid Lot 1, Jones East Addition to the Town of Flora and run thence South 16 degrees 56 minutes 06 seconds East along the East line of said Lot 1 for a distance of 25.00 feet to a set iron pin; leaving said East line of Lot 1, run thence South 73 degrees 03 minutes 54 seconds West for a distance of 100.00 feet to a set iron pin on the East right-of-way line of East Main Street; run thence North 29 degrees 17 minutes 32 seconds East along said East right-of-way line of East Main Street for a distance of 36.14 feet to a set iron pin; leaving said East right-of-way line of East Main Street, run thence North 73 degrees 03 minutes 54 seconds East for a distance of 73.91 feet to the POINT OF BEGINNING, containing 2,174 square feet or 0.05 acres, more or less.

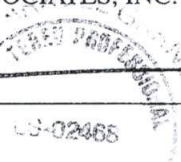
AND I ALSO CERTIFY, that there are no encroachments by the buildings of the adjacent property owners upon the surveyed premises.

AND I FURTHER CERTIFY that all the buildings and improvements of the above owner are within the boundaries of the above property of which the said owner is now in possession, subject to the exceptions shown below, if any, and that the plat hereto attached is a correct representation of the conditions as they exist on this date.

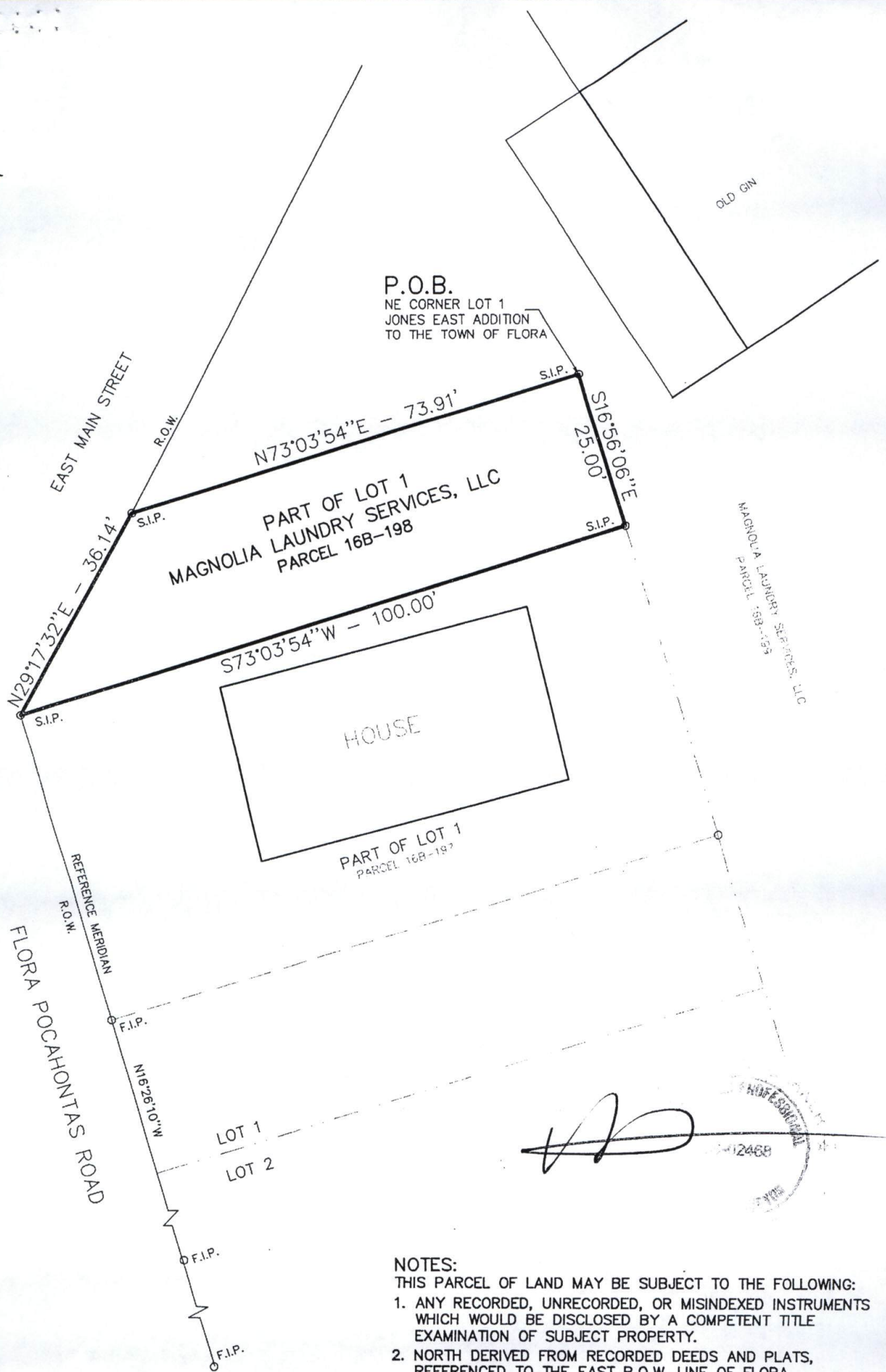
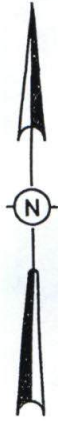
Witness my signature this the 11th day of October, 2009.

H D LANG AND ASSOCIATES, INC.





By Don F. Garner, PS



[Handwritten Signature]

12468

NOTES:

- THIS PARCEL OF LAND MAY BE SUBJECT TO THE FOLLOWING:
1. ANY RECORDED, UNRECORDED, OR MISINDEXED INSTRUMENTS WHICH WOULD BE DISCLOSED BY A COMPETENT TITLE EXAMINATION OF SUBJECT PROPERTY.
 2. NORTH DERIVED FROM RECORDED DEEDS AND PLATS, REFERENCED TO THE EAST R.O.W. LINE OF FLORA POCAHONTAS ROAD.
 3. SURVEY CLASSIFICATION "B"
 4. SUBJECT PROPERTY CONTAINS 2174 SQ. FT., 0.05 ACRES.
 5. THIS PROPERTY LIES IN ZONE "X" ACCORDING TO F.I.R.M. 28089C0370 F, DATED 03-17-2010.

PLAT OF SURVEY
FOR

MADISON COUNTY SCHOOLS

PART OF LOT 1 JONES EAST ADDITION
TO THE TOWN OF FLORA, MISSISSIPPI
AND SITUATED IN THE NW 1/4 OF SECTION 16, T8N-R1W
TOWN OF FLORA
MADISON COUNTY, MISSISSIPPI

Exhibit "A"
Page 5 of 5

H D LANG AND ASSOCIATES, INC.

ENGINEERS / LAND SURVEYORS
POST OFFICE BOX 16085
JACKSON, MISSISSIPPI 39236-6085
(601) 362-4886

JOB NO. 98-055
SCALE: 1" = 20'
11-10-09

INDEXING: Lot 3 and part of Lots 2 and 4, Jones East Addition, and some additional acreage east of same, in NE1/4 NW1/4, Town of Flora, Section 16, Township 8 North, Range 1 West, Madison County, Mississippi (Parcel #051E-16B-193/00.00).

LESSOR:

Madison County, Mississippi Board
of Education Trustees of The Madison
County School District 16th Section
School Lands Trust
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

LESSEE:

Magnolia Laundry Services, LLC
ATTN: Bryan W. Estes
P.O. Box 256
Flora, MS 39071
Telephone: 769-233-4006

PREPARED BY:

Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

**THIRD AMENDMENT TO 16TH SECTION COMMERCIAL
PROPERTY LEASE CONTRACT**

WHEREAS, by instrument dated June 14, 1999, the **MADISON COUNTY, MISSISSIPPI, BOARD OF EDUCATION TRUSTEES** of the **MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST** (hereinafter called "Lessor"), granted a Renegotiated Sixteenth Section Commercial Property Lease to **MAGNOLIA LAUNDRY SERVICES, LLC, A MISSISSIPPI**

LIMITED LIABILITY COMPANY (hereinafter called "Lessee"), by document recorded in Book 446 at Page 766 in the office of the Chancery Clerk of Madison County, Mississippi (hereinafter the "Lease Contract"); and

WHEREAS, said Lease Contract was amended in Book 2673 at Page 360 in the office of the hereinbefore mentioned Chancery Clerk to amend the legal description as follows, to wit:

The legal description is attached hereto as Exhibit "A" and incorporated herein by reference. A plat of survey is attached hereto as Exhibit "B" for informational purposes and

WHEREAS, said Lease Contract has a lease term beginning on the 25th day of June, 1999 and ending on the 24th day of June, 2039; and,

WHEREAS, per the Amendment to the Lease Contract recorded in Book 2461 at Page 395 in the office of the hereinbefore mentioned Chancery Clerk, annual rental payments in the amount of Four Hundred Fifty and no/100 (\$450.00) are to be paid on or before June 25th each year, beginning with the June 25, 2009 payment; and

WHEREAS, lease payments have been received by Lessor in said amount for each year through 2018; and

WHEREAS, said Lease Contract, pursuant to paragraph 3, subparagraph A, states that the subject property should be reappraised prior to the tenth and twentieth and thirtieth anniversary dates of the commencement of the Lease Contract; and,

WHEREAS, the twentieth anniversary date is June 25, 2019; and

WHEREAS, the subject property has been reappraised setting a new annual

lease payment pursuant to paragraph 3, subparagraph A, of the Lease Contract.

THEREFORE, paragraph 2 of the Lease Contract should be amended to read as follows:

2. Lessee covenants and agrees to pay or cause to be paid to Lessor annually, on or before June 25th of each year during the term hereof, beginning with June 25, 2019 payment, annual rentals in advance in the amount of Eight Hundred and Nine and no/100 Dollars (\$809.00), subject to the rent adjustment clause included herein.

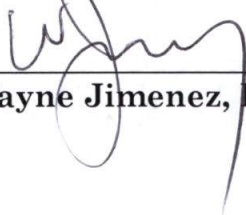
Failure of Lessee to pay the annual rentals listed above shall constitute a breach of this lease agreement.

The Lease Contract will remain in full force and effect as to all other provisions contained therein.


WITNESS MY HAND this the 15 day of July, 2019.

LESSOR:

**MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION**

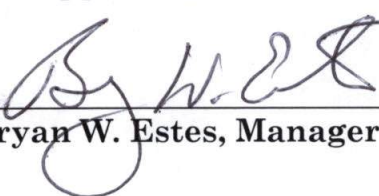
By: 
Wayne Jimenez, President

ATTEST:


**Charlotte A. Seals, Madison County
Interim Superintendent Of Education**

LESSEE:

**MAGNOLIA LAUNDRY SERVICES, LLC,
A Mississippi Limited Liability Company**

By: 
Bryan W. Estes, Manager

Reviewed and approved by the Madison County Board of Supervisors, this the ___ day of _____, 2019.

Trey Baxter, President

ATTEST:

Ronny Lott, Clerk

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ___ day of _____, 2019, within my jurisdiction, the within named **Trey Baxter** who acknowledged to me that he is President of the **Madison County Board of Supervisors**, and that for and on behalf of the said Madison County Board of Supervisors, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 15 day of July, 2019, within my jurisdiction, the within named **Wayne Jimenez** and **Charlotte A. Seals**, who acknowledged to me that they are President and Interim Superintendent, respectively, of the **Madison County Board of Education**, and that for and on behalf of the said Madison County Board of Education, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

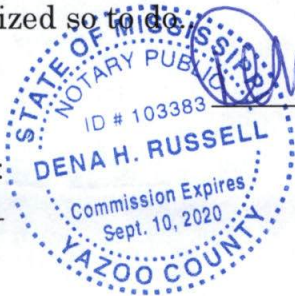


Letitia H. Reeves
NOTARY PUBLIC

My Commission Expires: _____
[SEAL]

STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 10th day of June, 2019, within my jurisdiction, the within named **Bryan W. Estes**, who acknowledged to me that he is Manager of **Magnolia Laundry Services, LLC**, a **Mississippi limited liability company**, and that for and on behalf of the said Magnolia Laundry Services, LLC, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.



Dena H. Russell
NOTARY PUBLIC

My Commission Expires: Sept. 10, 2020
[SEAL]

CERTIFICATE OF SURVEY

THIS IS TO CERTIFY THAT, H D Lang and Associates, Inc. of the City of Jackson, Mississippi, has this day completed a survey of the standing in the name of Madison County Schools
Located at Flora Pocahontas Road, in the Flora Town of Flora aforesaid, being futher described as follows, to-wit:

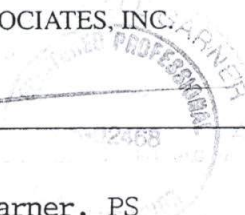
A certain parcel of land being Lot 3, a part of Lots 2 and 4, Jones East Addition to the Town of Flora, Mississippi, and adjacent parcel being situated in the Northwest ¼ of Section 16, T8N-R1W, Town of Flora, Madison County, Mississippi, and being more particularly described as follows:

Commence at a set iron pin marking the Northeast corner of Lot 1 of the aforesaid Jones East Addition to the Town of Flora and run thence South 16 degrees 56 minutes 06 seconds East along the East line of said Lots 1 and 2 for a distance of 163.51 feet to a set iron pin marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING, and leaving said East line of Lot 2, run thence North 73 degrees 03 minutes 54 seconds East for a distance of 32.08 feet to a set iron pin; run thence South 16 degrees 56 minutes 06 seconds East for a distance of 153.06 feet to a set iron pin; run thence South 73 degrees 03 minutes 54 seconds West for a distance of 132.08 feet to a set iron pin on the East right-of-way line of Flora Pocahontas Road; run thence North 16 degrees 56 minutes 06 seconds West along said East right-of-way line of Flora Pocahontas Road for a distance of 153.06 feet to a set iron pin; leaving said East right-of-way line of Flora Pocahontas Road, run thence North 73 degrees 03 minutes 54 seconds East for a distance of 100.00 feet to the POINT OF BEGINNING, containing 20,217 square feet or 0.47 acres, more or less.

AND I ALSO CERTIFY, that there are no encroachments by the buildings of the adjacent property owners upon the surveyed premises.

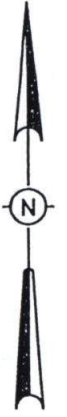
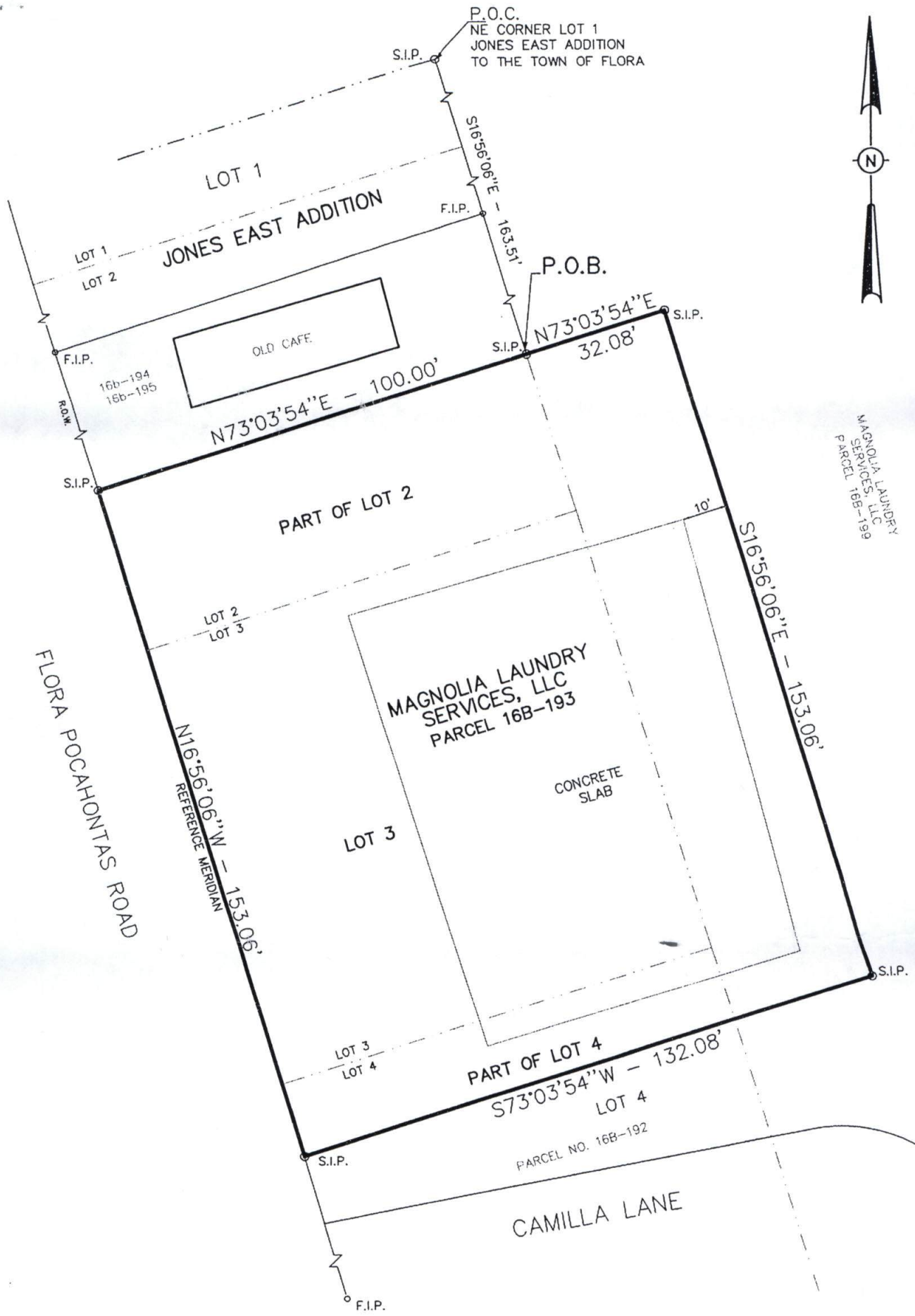
AND I FURTHER CERTIFY that all the buildings and improvements of the above owner are within the boundaries of the above property of which the said owner is now in possession, subject to the exceptions shown below, if any, and that the plat hereto attached is a correct representation of the conditions as they exist on this date.

Witness my signature this the 11th day of October, 2009.

H D LANG AND ASSOCIATES, INC. 
DFG

By Don F. Garner, PS

Exhibit "A"



MAGNOLIA LAUNDRY SERVICES, LLC
PARCEL 16B-193

[Handwritten signature]
 SURVEYOR
 MISSISSIPPI
 112488

- NOTES:**
 THIS PARCEL OF LAND MAY BE SUBJECT TO THE FOLLOWING:
1. ANY RECORDED, UNRECORDED, OR MISINDEXED INSTRUMENTS WHICH WOULD BE DISCLOSED BY A COMPETENT TITLE EXAMINATION OF SUBJECT PROPERTY.
 2. NORTH DERIVED FROM RECORDED DEEDS AND PLATS, REFERENCED TO THE EAST R.O.W. LINE OF FLORA POCAHONTAS ROAD.
 3. SURVEY CLASSIFICATION "B"
 4. SUBJECT PROPERTY CONTAINS 20217 SQ. FT., 0.47 ACRES.
 5. THIS PROPERTY LIES IN ZONE "X" ACCORDING TO F.I.R.M. 28089C0370 F, DATED 03-17-2010.

PLAT OF SURVEY
 FOR
MADISON COUNTY SCHOOLS
 LOT 3 AND PART OF LOTS 2 & 4 JONES EAST ADDITION
 TO THE TOWN OF FLORA, MISSISSIPPI AND
 ADJACENT PARCEL SITUATED IN THE NW 1/4 OF
 TOWNSHIP 8 NORTH - RANGE 1 WEST
 TOWN OF FLORA
 MADISON COUNTY, MISSISSIPPI

H D LANG AND ASSOCIATES, INC.
 ENGINEERS / LAND SURVEYORS
 POST OFFICE BOX 16085
 JACKSON, MISSISSIPPI 39236-6085
 (601) 362-4886
 JOB NO. 98-055
 SCALE: 1" = 30'
 11-10-09

Exhibit "B"